

Contract Work Authorization
Change Order**Contract Work Authorization (CWA) Change Order**

This is Change Order ("CO") No. 1 to Contract Work Authorization No. 2500605428 dated 06/18/2012 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007243 dated 12/21/2012 (the "MSA") between the below-named Contractor ("Contractor"), a California Corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	The County of San Luis Obispo	This Change Order consists of 66 pages.
Contractor's Address:	1055 Monterey Street San Luis Obispo, CA 93408	
Project Name:	San Luis Obispo Energy Watch	
Job Location:	PG&E Service Locations	

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

The following changes are hereby authorized subject to the terms and conditions contained in the Contract referred to above, and as fully described in Attachment 1 of this Change Order.

The purpose of this Change Order Number 1 is to change this Innovator Pilot Scope of Work in the following areas:

1. To extend the contract expiration date to June 30, 2014
2. To reduce the contract amount from \$625,996 to \$401,996
3. To modify the contract Scope of Work Items 2.1.1, 2.5.2, 3 (all), 4.2.1.1 and Exhibit B)

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. 1 Specific Conditions Addendum – 64 Pages

PRICING CHANGES:	Previous Total CWA Value:	\$ 625,996.00
	Addition or Deduction:	\$224,000.00
	Revised Total CWA Value:	\$401,996.00

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: The County of San Luis Obispo	
Signature		Signature	
Name	Dina Arellanes	Name	
Title	Manager, Sourcing Portfolio	Title	
Date		Date	

62-1689 CWA (12-1-08)

Sourcing

APPROVED AS TO FORM
AND LEGAL EFFECT
Rita L. Neal, County Counsel
By:  Date: 2.25.2014
Asst.



Contract Work Authorization No. 2500605428
CWA Change Order No. 1
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ADMINISTRATION			
PG&E Negotiator	Jennifer Price	Contractor Representative	
Phone	415.973.0871	Phone	
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Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
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	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

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PG&E 2010-2012 Innovator Pilots Program

SPECIFIC CONDITIONS

**County of San Luis Obispo Innovator Pilot Program
Small and Medium Business Energy Efficiency Program**

1. INTRODUCTION

- 1.1. The California Public Utilities Commission ("CPUC") approved PG&E's Innovator Pilots Program on September 24, 2009 (Decision 09-09-047 and subsequent advice letters), authorizing PG&E to work with local government entities to develop new approaches to achieve energy savings in PG&E's service territory through the testing and demonstration of innovative approaches to implement Energy Efficiency programs that will result in increased Customer participation and achieve high Customer satisfaction.
- 1.2. The County of San Luis Obispo ("County of San Luis Obispo", "Consultant" or "Contractor") shall develop a pilot program to prove the concept of "group purchasing of Energy Efficiency" for small and medium businesses. Through this process, characterizations and commercial energy breakdowns will be made for each small and medium business sector and low, medium, and high cost opportunities for savings will be made available and marketed to other similar businesses.
- 1.3. In addition, County of San Luis Obispo will use energy analysis software to address those businesses that are overlooked due to small size of their facility, remote location or budget restrictions. County of San Luis Obispo will research a method of qualifying businesses best suited for PG&E's programs which will help County of San Luis Obispo to better direct energy conservation efforts. Once the method is in place, County of San Luis Obispo and the Energy Watch Partnership will be able to properly direct their efforts to save the most energy and effectively serve local businesses.
- 1.4. The contract budget of \$625,996 shall be used by County of San Luis Obispo to finance the innovator pilot proposal: Small and Medium Business Energy Efficiency Program.

2. PROGRAM REQUIREMENTS

2.1. End Date For Administrative Activities

- 2.1.1. Unless this Contract is terminated pursuant to Article 41.0 (Cancellation and Termination of Contract) of the General Conditions or Section 4.3 (Budget Adjustments/Contract Termination) of these Specific Conditions, County of San Luis Obispo shall complete all administrative activities by no later than February 28, 2014, including submission of the Final Report. The final invoice is due no later than June 30, 2014, and may not include charges for direct implementation or marketing activities conducted after May 31, 2014.

2.2. Access Agreement (Exhibit J-1: Access Agreement for Monitoring Equipment and Exhibit J-2: Access Agreement for Non-Monitoring Equipment)

In the event that County of San Luis Obispo requires access to Customer facilities, County of San Luis Obispo shall:

- 2.2.1. Secure the Customer's permission to access the Customer's facility for the purposes of providing an Audit or other Program services. This requirement shall not apply to Customer facility access for meetings for the purposes of marketing or Customer recruitment and
- 2.2.2. Obtain Customer's permission by securing a signature to PG&E's Access Agreement (Exhibit J-1 or J-2, as appropriate), or to County of San Luis Obispo's own comparable form after obtaining written approval to use such form from the Program Manager from an authorized representative of the Customer prior to entering any Customer facilities.

2.3. Evaluation, Measurement and Verification (EM&V)

- 2.3.1. County of San Luis Obispo shall comply with all CPUC directives regarding Program EM&V and must fulfill all EM&V activities as may be required by the CPUC. PG&E will not pay incremental costs associated with any CPUC EM&V activities.
- 2.3.2. If required by the CPUC to support EM&V activities, County of San Luis Obispo shall cooperate fully with the CPUC EM&V contractor and subcontractors and provide all requested information, if any, to assure the timely completion of all Plan tasks requiring County of San Luis Obispo involvement or cooperation.
- 2.3.3. County of San Luis Obispo shall cooperate with any PG&E-administered process evaluation or review. County of San Luis Obispo may be reimbursed for reasonable costs associated with PG&E-administered process evaluations during the contract performance period. PG&E may review and negotiate with County of San Luis Obispo as needed to finalize any process evaluation scope and budget, and amend this Contract as may be required in accordance with PG&E's Change Order procedures.
- 2.3.4. For EM&V efforts or any financial or operational audit, County of San Luis Obispo shall make available to PG&E, upon demand, full project descriptions, detailed descriptions of data tracking systems, baseline conditions, and detailed project data including participant financial assistance amounts. For EM&V reporting, County of San Luis Obispo shall use definitions of terms supplied by PG&E (including, without limitation thereto, definitions of residential, non-residential, retrofit).
- 2.3.5. County of San Luis Obispo shall submit for PG&E's review and approval all EM&V reports, as applicable.
- 2.3.6. County of San Luis Obispo shall include the following language in all EM&V reports:

LEGAL NOTICE

THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION ("COMMISSION"). IT DOES NOT

NECESSARILY REPRESENT THE VIEWS OF THE COMMISSION, ITS EMPLOYEES, OR THE STATE OF CALIFORNIA. THE COMMISSION, THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES ANY PARTY REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT.

2.4. Technical Reports

2.4.1. For programs that develop technical reports:

- 2.4.1.1. All technical reports are to be submitted for review and approval by PG&E's engineering department. Technical reports shall consist of any and all supporting documentation about the Measures the County of San Luis Obispo is using to attain energy savings. Supporting documentation may include, but shall not be limited to, work papers, Audit calculations and methodologies, EM&V or other studies, and/or industry references.
- 2.4.1.2. County of San Luis Obispo shall include the following language in all technical reports:

LEGAL NOTICE

THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION ("COMMISSION"). IT DOES NOT NECESSARILY REPRESENT THE VIEWS OF THE COMMISSION, ITS EMPLOYEES, OR THE STATE OF CALIFORNIA. THE COMMISSION, THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES ANY PARTY REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT

2.5. Reporting

2.5.1. Required Reports

- 2.5.1.1. County of San Luis Obispo shall submit to PG&E for PG&E's review and approval, all Required Reports specified in Exhibit E (Invoice Reporting Requirements) and in accordance with the due dates listed in Section 2.5.2 (Due Dates for Required Reports) and upon PG&E's request, any supporting documentation and additional information applicable to Required Reports.

- 2.5.1.2. If requested by the PG&E Program Manager, County of San Luis Obispo shall also submit reports to the CPUC in accordance with CPUC reporting protocols.
- 2.5.1.3. County of San Luis Obispo hereby acknowledges and agrees that County of San Luis Obispo's obligation under Section 2.5 is a condition to PG&E's obligation to pay County of San Luis Obispo in accordance with Section 4 (Payment Terms). If County of San Luis Obispo fails to provide timely, accurate and complete reports and supporting documentation, to PG&E's satisfaction, PG&E reserves the right to withhold or reduce payments to County of San Luis Obispo.

2.5.2. Due Dates for Required Reports

Report	Due Date	Frequency
Monthly Reports/Invoices	15 th day of each month following the reporting month	Ongoing throughout length of contract
Quarterly Reports	45 calendar days after the end of each quarter	Ongoing throughout length of contract
Annual Reports	Due by February 28 th of each year 2012 and 2013	Two Times
Final Report	June 30th, 2014	Once

2.6. Regulatory Reporting Requirements

- 2.6.1. County of San Luis Obispo shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with required data in a format suitable for submittal to the CPUC. The regulatory reports shall contain all information and be in any format as may be required and/or modified by the CPUC from time to time. Current regulatory reporting requirements are shown in Exhibit F (Regulatory Reporting Requirements), which is subject to revision at any time by the CPUC.
- 2.6.2. Cost Allocation Methodology. If requested, County of San Luis Obispo shall provide to PG&E Program Manager, information pertaining to the calculation or allocation of costs specified in County of San Luis Obispo's reports. County of San Luis Obispo shall make changes, consistent with the budget format and definitions approved by the CPUC.
- 2.6.3. Subcontractor Costs/Activities. Subcontractor costs shall be reported in the format as specified by the CPUC and shall be in compliance with Article 3.0: Subcontracts, and Article 6.0: Billing and Payment, of the General Conditions.
- 2.6.4. Labor (when applicable). For each of the CPUC reporting categories (Administrative, Marketing, Direct Implementation, and EM&V, if applicable), County of San Luis Obispo shall provide a written report which lists activities completed for the assigned tasks for the month.

2.7. Deliverable Schedule

2.7.1. County of San Luis Obispo shall deliver all Deliverables at the times specified in Exhibit B (Scope of Work Deliverable Schedule).

2.8. Invoice and Supporting Documentation Requirements

County of San Luis Obispo shall provide all supporting documentation needed to substantiate Contract expenditures. Invoice requirements are set forth in Exhibit E (Invoice Reporting Requirements). PG&E may (but shall have no obligation to) modify said requirements from time to time with input and consent of County of San Luis Obispo. County of San Luis Obispo shall submit Project data electronically each month. The specific format and detailed data requirements shall be consistent with PG&E's program data requirements.

2.9. Record Retention

2.9.1. County of San Luis Obispo shall retain Records relating to the Program for at least seven (7) years after the end of the Contract term or from receipt of final payment whichever date occurs later. These Records shall be kept in a logical order (chronologically as a minimum standard) and shall remain legible, readily identifiable and retrievable during the retention period as stated herein. County of San Luis Obispo shall provide Records promptly to PG&E or PG&E's designee upon request or in connection with any financial or operational audit.

2.10. Demand-Side Management (DSM) Coordination and Integration (as applicable)

2.10.1. Coordination With Other Energy Efficiency Programs

2.10.1.1. County of San Luis Obispo shall coordinate its efforts with other Energy Efficiency programs in PG&E's Service Area. County of San Luis Obispo's coordination and integration requirements include, but are not limited to, coordination with programs implemented by PG&E, third parties contracted by PG&E, and other local-government partnerships, as well as programs targeting low-income Customers. County of San Luis Obispo understands, acknowledges and agrees that the purpose of such coordination and integration is to enhance consistency and comprehensiveness in program offerings, where applicable, and to minimize duplicative administrative and marketing costs.

2.10.1.2. During the performance of the authorized Work, County of San Luis Obispo shall not create Market Barriers or Lost Opportunities for other PG&E approved Programs. If PG&E determines, in its sole and absolute discretion, that County of San Luis Obispo's project might create Market Barriers or Lost Opportunities, PG&E will discuss its concerns with County of San Luis Obispo, and County of San Luis Obispo shall work with PG&E to develop and implement project changes that minimize Market Barriers or Lost Opportunities.

2.10.2. Coordination with PG&E Codes and Standards Program

2.10.2.1. As feasible, if PG&E identifies Codes and Standards compliance and enforcement activities that may be appropriate to incorporate into County of San Luis Obispo's Program, County of San Luis Obispo shall coordinate with PG&E to incorporate those activities.

2.10.2.2. If County of San Luis Obispo plans to engage in Codes and Standards compliance and enforcement activities, County of San Luis Obispo shall coordinate with PG&E to identify approaches that leverage the work of PG&E's Codes and Standards program and avoid duplicative activities.

2.10.3. Coordination With PG&E Emerging Technology Program

2.10.3.1. If PG&E identifies Emerging Technologies that may be appropriate to incorporate into County of San Luis Obispo's Program, County of San Luis Obispo shall coordinate with PG&E to incorporate those EEMs from PG&E's Emerging Technology Program and work with PG&E to obtain approval of the newly incorporated EEMs. County of San Luis Obispo shall update all appropriate project materials accordingly including, but not limited to, the Project Management Plan.

2.10.3.2. If County of San Luis Obispo identifies Emerging Technology measures that County of San Luis Obispo wishes to incorporate, County of San Luis Obispo shall coordinate with PG&E to obtain review and approval of new measures.

2.10.4. Integration With Other PG&E Programs

2.10.4.1. County of San Luis Obispo shall work with PG&E to provide a comprehensive integrated-solutions approach to maximize resource efficiency by promoting other PG&E programs applicable to County of San Luis Obispo's targeted customer segment including, but not limited to, Demand Response, Distributed Generation, and Climate Smart Programs.

2.10.4.2. County of San Luis Obispo shall promote DSM integration and coordination by using the following strategies, whenever possible: (a) integrated marketing and outreach; and (b) integrated education and training

2.11. Project Limited to Service Territory

2.11.1. County of San Luis Obispo shall ensure that Project funds shall only be allocated as follows:

2.11.1.1. The Project funds must directly benefit the Customers in the PG&E Service Area from which the Public Goods Charge funds were collected.

2.11.1.2. Natural Gas Measures, and related Audit activities, may be financed with only gas Public Goods Charge funds.

- 2.11.1.3. Electric Measures, and related Audit activities, may be financed with only electric Public Goods Charge funds.

2.12. Contractor, Consultant, and Supplier Code of Conduct

- 2.12.1. PG&E is committed to conduct business in an ethical manner and seeks to achieve this goal through full compliance with all applicable local, state and federal laws, regulations, and government policies. County of San Luis Obispo shall abide by the terms of Exhibit G (Contractor, Consultant, and Supplier Code of Conduct). County of San Luis Obispo shall extend these requirements to any and all subcontractors used to carry out its obligation under this Contract.

2.13. Responding to and Tracking Customer Complaints

- 2.13.1. Contractor shall keep records of all Customer complaints in accordance with the protocol described in the Program Management Plan, and shall provide to PG&E a Report, as needed, that will specify such complaints and the actions taken by Contractor or its Subcontractors to resolve the complaints. Contractor shall retain the records for at least seven (7) years after the expiration date of the contract term or receipt of final payment, whichever date occurs later.

3. SCOPE OF WORK

3.1. Task 1 – Develop Program Management Plan

County of San Luis Obispo shall develop a Program Management Plan (“PMP”) in accordance with the requirements specified in Exhibit C (Program Management Plan), which shall include the following as PG&E specifies are applicable to the Project: (a) implementation process; (b) project dates; and (c) eligibility requirements.

3.1.1. Task 1 Deliverables:

- 3.1.1.1. 1 (of 2): Draft Program Management Plan for PG&E Program Manager review and comment.
- 3.1.1.2. 2 (of 2): Final Program Management Plan, incorporating PG&E Program Manager comments.

3.1.2. Task 1 Due Dates:

- 3.1.2.1. 1 (of 2): One month following contract initiation.
- 3.1.2.2. 2 (of 2): Two weeks following receipt of PG&E Program Manager comments.

3.2. Task 2 – Identify Market Sectors, Develop Marketing Materials and Implement Marketing Campaign.

- 3.2.1. County of San Luis Obispo shall work with PG&E local representatives and the chamber of commerce to research and identify the top two largest types of small to medium businesses whose maximum demand is less than 200kW. County of San

Luis Obispo shall identify and recruit approximately 80 businesses around San Luis Obispo County in each of the identified sectors to participate in the pilot program.

- 3.2.2. County of San Luis Obispo shall develop and submit to the PG&E Program Manager for review and approval all Marketing Materials, as described in the approved Program Management Plan. Marketing Materials may include, but are not limited to, Program descriptions, Web site(s), fact sheets, brochures, advertisements, fliers, presentations, other collateral material, and other marketing related materials.

County of San Luis Obispo shall identify and obtain approval for any claims in Marketing Materials as required in Section 8 (Claims Substantiation) and shall update approval as needed to incorporate new claims. All Marketing Materials shall be approved by the PG&E Program Manager as described in Section 7 (Approval of Marketing Materials and Media) and in conformance with the approval requirements as set forth in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities), PG&E Web site linking guidelines, and any additional marketing guidelines as provided by the PG&E Program Manager prior to any distribution, circulation, or publication.

County of San Luis Obispo shall implement the marketing campaign as described in the approved Program Management Plan.

3.2.3. Task 2 Deliverables:

- 3.2.3.1. 1 (of 4): Summary of research identifying target business types
- 3.2.3.2. 2 (of 4): Draft Marketing Materials for PG&E Program Manager review and approval.
- 3.2.3.3. 3 (of 4): Final Marketing Materials, incorporating PG&E Program Manager comments.
- 3.2.3.4. 4 (of 4): List of participating businesses.

3.2.4. Task 2 Due Dates:

- 3.2.4.1. 1 (of 4): 30 days after contract initiation
- 3.2.4.2. 2 (of 4): One month prior to planned distribution to target audience, and on-going as new or revised Program materials are developed during Project implementation.
- 3.2.4.3. 3 (of 4): One week following receipt of PG&E Program Manager comments.
- 3.2.4.4. 4 (of 4): Ongoing, included in Monthly Report

3.3. Task 3 – Energy Analysis of Buildings

- 3.3.1. County of San Luis Obispo shall utilize Energy Star Portfolio Manager and Energy IQ to determine which buildings are most in need of energy audits. The software will give each building a score which will rank the buildings against their peers (in the same building classification type, i.e. restaurants, offices, etc.). County of San Luis Obispo shall

3.3.2. County of San Luis Obispo shall use the results of Energy Star Portfolio Manager or Energy IQ to determine which 25 buildings should undergo a scoping audit. .

3.3.3. Task 3 Deliverables:

3.3.3.1. 1 (of 2): Energy Star Portfolio Manager or Energy IQ Report on all businesses

3.3.3.2 2 (of 2): List of 25 buildings that will receive a scoping audit.

3.3.3.3 3 (of 3): Preliminary Energy Audit Results from energy analysis software.

3.3.4. Task 3 Due Dates:

3.3.4.1. 1 (of 2): November 30, 2013

3.3.4.2. 2 (of 2): November 15, 2013

3.3.4.3. 3 (of 3): December 30, 2013

3.4. Task 4 - Conduct Scoping Audits

3.4.1. County of San Luis Obispo shall conduct an audit of customer facility to identify energy efficiency opportunities. County of San Luis Obispo shall conduct audits in approximately 25 sites that were identified by the Energy Star Portfolio Manager or Energy IQ in Task 3. The audits will be broken out into three different building type sectors (Office and Hospitality sectors). One of the sectors will have 13 audits each and one will have 12 audits. County of San Luis Obispo shall obtain an Access Agreement, as described in Section 2.3 (Access Agreement (Exhibit J-1: Access Agreement for Monitoring Equipment and Exhibit J-2: Access Agreement for Non-Monitoring Equipment)) signed by the Customer before County of San Luis Obispo may enter Customer home or Customer facilities for the purpose of performing Program services.

3.4.2. County of San Luis Obispo shall prepare an audit report for presentation to Customer. The Audit Report shall include, but is not limited to, the following information:

3.4.2.1. Description of Existing Conditions at Customer Site

3.4.2.2. Energy Efficiency Measure Recommendations

3.4.2.3. Cost and Savings Estimates (and calculation assumptions)

3.4.2.4. Incentive Program referral and potential incentive estimate, as applicable

3.4.2.5. Other categories, as applicable to the program and project

3.4.3. Task 4 Deliverables:

- 3.4.3.1. 1 (of 3): Draft Audit Report template for PG&E Program Manager review and approval
 - 3.4.3.2. 2 (of 3): Final Audit Report template, incorporating PG&E Program Manager comments.
 - 3.4.3.3. 3 (of 3, per project): Audit Report, included in Monthly Report or as requested by PG&E Program Manager.
 - 3.4.4. Task 4 Due Dates:
 - 3.4.4.1. 1 (of 3): 30 days prior to conducting first audit.
 - 3.4.4.2. 2 (of 3): One week following receipt of PG&E Program Manager comments.
 - 3.4.4.3. 3 (of 3): Ongoing, included in Monthly Reports.
- 3.5. Task 5 – Analyze Audit Data For Each Sector
 - 3.5.1. County of San Luis Obispo shall analyze the results of the audits and characterize the energy consumption in each target market sector and shall identify retrofit opportunities for each market sector. County of San Luis Obispo shall create energy allocations by end-use or each target sector and for each of the two distinct climatic conditions (north and south) within County of San Luis Obispo. County of San Luis Obispo shall prepare an Energy Usage and Retrofit Opportunities Report for each target sector describing the analysis methodology and the results of the audit. The report shall include but is not limited to: summary of each sector and energy usage characteristics (average breakdown of lighting, heating, cooling, and other equipment). The report will show a benchmarking score for each business using a logical metric. This metric will provide enough detail to identify high/low heat intensive buildings, high/low cooling intensive buildings, and high/low base loads.
 - 3.5.2. Task 5 Deliverables:
 - 3.5.2.1. 1 (of 2): Draft Energy Usage and Retrofit Opportunities report
 - 3.5.2.2. 2 (of 2): Final Energy Usage and Retrofit Opportunities report incorporating PG&E Program Manager comments
 - 3.5.3. Task 5 Due Dates:
 - 3.5.3.1. 1 (of 2): January 31, 2014
 - 3.5.3.2. 2 (of 2): Two weeks following receipt of PG&E Program Manager comments
- 3.6. Task 6 – Aggregate Retrofits and Identify Future Program Opportunities
 - 3.6.1. County of San Luis Obispo shall analyze the results of the audits and analyses to identify opportunities for customers to participate in existing programs and to aggregate businesses to implement group equipment retrofits where possible.

- 3.6.2. County of San Luis Obispo shall work with businesses and service providers to investigate opportunities to aggregate retrofit work, including but not limited to bundling work or equipment purchases. County of San Luis Obispo shall investigate the different options and potential cost savings associated with each for each targeted market sector. County of San Luis Obispo shall create a Retrofit Aggregation Report to document all aggregation activities, including but not limited to equipment types, cost-savings estimates, participant responses to opportunities, barriers encountered, and lessons learned.
- 3.6.3. County of San Luis Obispo shall conduct an analysis of existing energy efficiency and demand side management programs to identify areas where existing programs do not meet the needs of the targeted market sectors well. County of San Luis Obispo shall create a summary of the gaps identified and a list of future program opportunities that would benefit small and medium businesses in the target sectors. The details of the Retrofit Aggregation Report will also include efficiency measure type (lighting, HVAC, etc.), energy savings, cost savings, potential cost of project, simple payback, and incentives available.
- 3.6.4. Task 6 Deliverables:
 - 3.6.4.1. 1 (of 3): Draft Retrofit Aggregation Report
 - 3.6.4.2. 2 (of 3): Final Retrofit Aggregation Report, incorporating PG&E Program Manager comments.
 - 3.6.4.3. 3 (of 3): Summary of analysis and future program opportunities
- 3.6.5. Task 6 Due Dates:
 - 3.6.5.1. 1 (of 3): January 31, 2014
 - 3.6.5.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments
 - 3.6.5.3. 3 (of 3): February 28, 2014
- 3.7. Task 7 - EM&V of Small and Medium Business Energy Efficiency Program
 - 3.7.1. County of San Luis Obispo will coordinate with PG&E EM&V team or consultants to draft an EM&V plan to assess the efficacy of the Small and Medium Business Energy Efficiency Program.
 - 3.7.1.1. The plan will be submitted to PG&E for review, comment, and approval.
 - 3.7.1.2. Upon approval, County of San Luis Obispo will establish all the appropriate points of data collection, tracking, and reporting to comply with the scope of the EM&V.
 - 3.7.1.2.1. At a minimum, the EM&V of near-term program results will include: summary of common measures and recommendations for each sector and sub-sector, distribution of a survey for participating businesses, summary results of the survey, – summary of cost effective

measures, suggested methods for reaching customers,
summary of referrals made to other programs.

- 3.7.1.3. County of San Luis Obispo shall report near-term EM&V results to the PG&E Program Manager on a quarterly basis.

3.7.2. Task 7 Deliverables:

- 3.7.2.1. 1 (of 3): Draft Small and Medium Business Energy Efficiency Program EM&V Plan
- 3.7.2.2. 2 (of 3): Final EM&V Plan

3.7.3. Task 7 Due Dates:

- 3.7.3.1. 1 (of 3): March 31, 2014
- 3.7.3.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments

3.8. Task 8 – Design Content to Present Sector Results and develop Case Studies

- 3.8.1. The County shall design a series of presentations specific to each studied sector, sharing the average results of the Energy Star Portfolio Manager/Energy IQ and scoping audits, and commonly suggested measures for their business type. The County shall research and/or design programs to support the common measures (working with Direct Install, other third party programs, and other vendors), and share any benefits for proceeding as a group. Also, the County of San Luis Obispo shall develop six (6) case studies documenting program success stories. Each case study will include but is not limited to: description of the business, project description, rebate programs and incentives received, and resulting energy and cost savings. County of San Luis Obispo shall publish the completed case studies on County of San Luis Obispo web site.

3.8.2. Task 8 Deliverables (For each study):

- 3.8.2.1. 1 (of 3): Draft presentations and case studies
- 3.8.2.2. 2 (of 3): Final presentations and case studies incorporating PG&E Program Manager comments
- 3.8.2.3. 3 (of 3): Signed customer releases and all required permissions

3.8.3. Task 8 Due Dates:

- 3.8.3.1. 1 (of 3): April 1, 2014
- 3.8.3.2. 2 (of 3): One week following receipt of PG&E Program Manager comments
- 3.8.3.3. 3 (of 3): One week prior to publishing each case study

3.9. Task 9 – Sector Presentations to Businesses

3.9.1. County of San Luis Obispo shall create an online interactive map showing Group Presentations to the business community shall include the content from Task 8 and will be marketed to the list of participating businesses in the Innovator Pilot Program, and also to customers throughout the county in the studied sectors. We will invite the PG&E Program Manager and ES&S staff to all presentations. This broader outreach will be done through the Energy Watch Partnership. Presentations shall be made to groups and shall take place at locations and times conducive to business owner needs. Presentations may also take place via WebEx or GoToMeeting to accommodate for varying schedules and provide the ability to record and post presentations for viewing at a later date. These presentations will be published on the energy website.

3.9.2. Task 9 Deliverables:

3.9.2.1. 1 (of 3): Presentations.

3.9.2.2. 2 (of 3): Incorporate any PG&E Program Manager comments.

3.9.2.3. 3 (of 3): Publish presentations on website.

3.9.3. Task 9 Due Dates:

3.9.3.1. 1 (of 3): April 1, 2014

3.9.3.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments

3.9.3.3. 3 (of 3): May 1, 2014

3.10. Task 10 – Design Public Relations and Marketing Campaign with Cal Poly Students

3.10.1. County of San Luis Obispo shall work with faculty and staff in the Communications Department at Cal Poly to develop an outreach campaign competition for the small and medium business in the office sector. County of San Luis Obispo shall develop the parameters of the student support to include three phases: 1) a Needs Assessment, 2) Strategy Design and Collateral Development, and 3) Implementation..

3.10.2. County of San Luis Obispo shall recruit students and shall hold the competition and shall implement at least one of the winning outreach strategies or tools. County of San Luis Obispo shall work with the PG&E Program Manager to ensure that implementing the winning strategy is within all contract requirements. County of San Luis Obispo shall create a summary of the campaign, the implementation activities, and the results of the campaign.

3.10.3. Task 10 Deliverables:

3.10.3.1. 1 (of 6): Develop Scope of Work with Cal Poly Communications Department

- 3.10.3.2. 2 (of 6): Final Scope of Work incorporating PG&E Program Manager comments
- 3.10.3.3. 3 (of 6): Results of Public Relations and Marketing Campaign
- 3.10.3.4. 4 (of 6): Draft of winning Public Relations and Marketing Campaign
- 3.10.3.5. 5 (of 6): Final winning Public Relations and Marketing Campaign incorporating PG&E Program Manager comments
- 3.10.3.6. 6 (of 6): Summary of implementation activities and results of Public Relations and Marketing Campaign.

3.10.4. Task 10 Due Dates:

- 3.10.4.1. 1 (of 6): October 15, 2013
- 3.10.4.2. 2 (of 6): Two weeks following receipt of PG&E Program Manager comments
- 3.10.4.3. 3 (of 6): March 15, 2014
- 3.10.4.4. 4 (of 6): At least 30 days prior to planned distribution of tool or strategy
- 3.10.4.5. 5 (of 6): One week following receipt of PG&E Program Manager comments
- 3.10.4.6. 6 (of 6): April 15, 2014

3.11. Task 11 – Publicize Small and Medium Business Energy Efficiency Results

3.11.1. County of San Luis Obispo shall create a distribution plan and shall disseminate Small and Medium Business Energy Efficiency results to other local governments. The distribution plan shall include a concrete strategy and schedule to identify and disseminate best practices and lessons learned to all California cities and/or to utility program offerings.

- 3.11.1.1. County of San Luis Obispo shall present program results to at least two organizations and shall demonstrate the tool to other local governments. County of San Luis Obispo shall draft a paper describing the program.

3.11.2. Task 11 Deliverables:

- 3.11.2.1. 1 (of 5): Draft Distribution Plan for PG&E Program Manager review and approval.
- 3.11.2.2. 2 (of 5): Final Distribution Plan, incorporating PG&E Program Manager comments.
- 3.11.2.3. 3 (of 5): Draft reports, fact sheets, presentations, etc..
- 3.11.2.4. 4 (of 5): Final materials, incorporating PG&E Program Manager comments.
- 3.11.2.5. 5 (of 5): Summary of Publicizing activities

3.11.3. Task 11 Due Dates:

- 3.11.3.1. 1 (of 5): April 1, 2014**
- 3.11.3.2. 2 (of 5): One week following receipt of PG&E Program Manager comments.**
- 3.11.3.3. 3 (of 5): May 1, 2014**
- 3.11.3.4. 4 (of 5): One week following receipt of PG&E Program Manager comments.**
- 3.11.3.5. 4 (of 5): Included in Monthly Reports**

3.12. Task 12 – Address and Resolve All Customer Issues

3.12.1. County of San Luis Obispo shall track and resolve all Customer issues made known through either Customer Feedback Surveys or by any other means of Customer input or contact. County of San Luis Obispo shall work to provide continuous improvements in the program to promote overall Customer satisfaction.

- 3.12.1.1. In Task 1, County of San Luis Obispo shall create a dispute resolution plan as part of the Program Management Plan (PMP) County of San Luis Obispo for review and approval by the PG&E Program Manager which will address Customer issues ("Dispute Resolution Plan") starting at County of San Luis Obispo's Program staff level and escalating up to the PG&E Program Manager.**
- 3.12.1.2. If any issue cannot be resolved by County of San Luis Obispo to the satisfaction of the Customer within five (5) business days of receipt by County of San Luis Obispo of a complaint, County of San Luis Obispo shall immediately provide PG&E with a detailed description of any such Customer complaint that shall include the name and contact information of the Customer and any other information requested by PG&E as needed to resolve the issue.**
- 3.12.1.3. County of San Luis Obispo shall address all Customer issues at the end of each Customer transaction through the end of the Contract performance period as referenced in Section 2.1 (or any other date as determined by PG&E) which may include the follow-up services for warranty concerns. Program staff shall monitor all warranty complaints and resolutions until such date. All remaining Customer service issues at the end of the Contract performance period shall be reported to PG&E at this time. The Customer Service Log and any related documents, analysis, forms, email, correspondence, or reports shall be made a part of the Program Records described in Section 2.9 (Records Retention) and defined in Exhibit A (Definitions) and comply with all the requirements contained herein.**
- 3.12.1.4. County of San Luis Obispo shall maintain a Customer Service Log to track such Customer issues and the responses to resolve them. County of San Luis Obispo shall report Customer feedback issues to the PG&E Program Manager using the monthly reports and the process described above for issues unresolved within five (5) business days.**

3.12.2. Task 12 Deliverables:

- 3.12.2.1. 1 (of 2): Updated Customer Service Log documenting Customer issues and resolutions.**
- 3.12.2.2. 2 (of 2): Detailed description of any Customer issue not resolved within five (5) business days of receipt of complaint, to include the name and contact information of the Customer and any other information requested by PG&E.**

3.12.3. Task 12 Due Dates:

- 3.12.3.1. 1 (of 2): Ongoing, as part of each Monthly Report.**
- 3.12.3.2. 2 (of 2): Ongoing throughout Program cycle.**

3.13. Task 13 – Small and Medium Business Energy Efficiency Program Final Report

3.13.1 County of San Luis Obispo will produce a final report that describes all Small and Medium Business Energy Efficiency Program results outlining lessons learned and best practices for providing integrated services through existing energy efficiency programs, including analytical methods and details of the economic considerations.

3.13.2 The final program report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

- 3.13.2.1. Program Overview**
- 3.13.2.2. Summary of Program**
- 3.13.2.3. Accomplishments**
- 3.13.2.4. Program Activities**
- 3.13.2.5. Coordination and Integration Activities**
- 3.13.2.6. Description of Best Practices or Program Improvement Recommendations**
- 3.13.2.7. Summary of Dissemination Activities**
- 3.13.2.8. Description of Challenges or Other Issues**
- 3.13.2.9. Customer Satisfaction**
- 3.13.2.10. Other items requested by the PG&E Program Manager**

3.13.3. Task 13 Deliverables:

- 3.13.3.1. 1 (of 2): Draft Final Report as outlined above for PG&E Program Manager review.**
- 3.13.3.2. 2 (of 2): Final Report as outlined above and incorporating PG&E Program Manager comments.**

3.13.4. Task 13 Due Dates:

- 3.13.4.1. 1 (of 2): June 1, 2014
 3.13.4.2. 2 (of 2): June 30, 2014

4. PAYMENT TERMS

- 4.1. Payment to County of San Luis Obispo shall be dependent upon County of San Luis Obispo's completion of all Tasks as agreed upon by PG&E Program Manager (including timely and accurate submission of monthly reports and task progress reports), as demonstrated by Deliverables submitted by County of San Luis Obispo and satisfactory to the PG&E Program Manager.

4.2. Payment Terms

4.2.1. Contract Budget

- 4.2.1.1 The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E (the "Contract Budget") shall not exceed \$625,996. The total payments shall not exceed the following amounts for each payment type, or be reallocated, without prior written approval from the PG&E Program Manager:

Lump Sum Task 1: Deliverable 2	Administration	\$10,000
Lump Sum Task 2: Deliverable 1	Marketing	\$8,300
Lump Sum Task 2: Deliverable 3	Marketing	\$10,335
Lump Sum Task 2: Deliverable 4	Marketing	\$31,550
Lump Sum Task 3: Deliverable 2	Implementation	\$9,456
Lump Sum Task 3: Deliverable 4	Implementation	\$1,000
Lump Sum Task 3: Deliverable 6	Implementation	\$8,100
Lump Sum Task 4: Deliverable 2	Implementation	\$11,032
Lump Sum Task 4: Deliverable 3	Implementation	\$35,519
Lump Sum Task 4: Deliverable 4	Implementation	\$35,519
Lump Sum Task 4: Deliverable 5	Implementation	\$35,519
Lump Sum Task 4: Deliverable 6	Implementation	\$35,519
Lump Sum Task 4: Deliverable 7	Implementation	\$35,519
Lump Sum Task 4: Deliverable 8	Implementation	\$35,519
Lump Sum Task 4: Deliverable 9	Implementation	\$21,274
Lump Sum Task 5: Deliverable 2	Implementation	\$5,591
Lump Sum Task 6: Deliverable 2	Implementation	\$6,980
Lump Sum Task 6: Deliverable 3	Implementation	\$2,664
Lump Sum Task 7: Deliverable 2	Implementation	\$26,750
Lump Sum Task 8: Deliverable 2	Implementation	\$3,450
Lump Sum Task 9: Deliverable 3	Implementation	\$8,000
Lump Sum Task 10: Deliverable 2	Implementation	\$2,400
Lump Sum Task 10: Deliverable 5	Implementation	\$8,000
Lump Sum Task 11: Deliverable 2	Implementation	\$3,000
Lump Sum Task 11: Deliverable 4	Implementation	\$5,000
Lump Sum Task 13: Deliverable 2	Administration	\$6,000
Total Contract Budget:		\$ 401,996

Administration	\$ 16,000
Marketing	\$ 50,185
Implementation	\$ 335,811

4.2.2. Lump Sum Payments

County of San Luis Obispo shall bill PG&E for that portion of the Contract lump sum as approved by the Program Manager and as defined by the CPUC's Allowable Costs table in Exhibit F (Regulatory Reporting Requirements) as applicable.

4.3. Budget Adjustments/Contract Termination

- 4.3.1. PG&E reserves the right (but shall have no obligation) to: (a) reduce, increase or eliminate the overall Contract Budget, (b) shift program funds from one program to another, or (c) terminate the Contract to better achieve its resource procurement and Customer satisfaction objectives. PG&E may consider several factors when deciding to reduce, increase, eliminate the Contract Budget, or shift funds, including, but not limited to:
- 4.3.1.1. Coordination and Integration: PG&E will determine, in its sole and absolute discretion, whether County of San Luis Obispo satisfactorily fulfills its coordination and integration obligations with PG&E's own programs, third party programs, and other local government partnerships as set forth in Section 2.10 (Demand-Side Management (DSM) Coordination and Integration).
 - 4.3.1.2. Timely and Accurate Reports: PG&E may consider reducing or terminating Project funding if PG&E determines, in its sole and absolute discretion, that County of San Luis Obispo is not preparing timely and accurate reports.
 - 4.3.1.3. Project expenditures: PG&E may consider reducing or terminating Project funding if the actual Project expenditures are more than forecasted Project expenditures.
 - 4.3.1.4. Customer Satisfaction: PG&E may consider reducing or terminating Project funding if PG&E determines, in its sole and absolute discretion, that County of San Luis Obispo has not sufficiently resolved all Customer satisfaction issues, including but not limited to customer complaints.
- 4.3.2. County of San Luis Obispo shall modify any Project documents as requested, including but not limited to CPUC directives or PG&E portfolio reviews.
- 4.3.3. If PG&E reduces funding or terminates the Contract, County of San Luis Obispo shall provide PG&E with a status report of all Project activities that are underway at the time of termination.

- 4.3.4. PG&E reserves the right (but shall have no obligation) to terminate the Contract or reduce the Contract Budget to comply with CPUC budget directives as further described in Section 15 (CPUC Authority to Modify/Regulatory Review).

4.4. Refund for CPUC Disallowance

- 4.4.1. If a CPUC decision or ruling disallows any program costs due to a CPUC finding that County of San Luis Obispo acted unreasonably, County of San Luis Obispo shall return the amount due to PG&E within thirty (30) calendar days from the date County of San Luis Obispo receives written notice from PG&E that the payment is owed. County of San Luis Obispo will be provided with notice of any pending CPUC action that may result in a finding that County of San Luis Obispo acted unreasonably.

4.5. Monthly Invoicing

- 4.5.1. County of San Luis Obispo shall send the original invoice to PG&E's Accounts Payable Department and the copy to the PG&E Program Manager at the addresses indicated below:

Send paper original to:

Pacific Gas and Electric Company
Accounts Payable
P.O. Box 7760
San Francisco, CA 94120-7760

Send Paper Copy to:

Pacific Gas and Electric Company
Attn: Dave Christensen
1918 H Street
Bakersfield, CA 93301

5. REQUEST FOR DATA

- 5.1. PG&E will share Customer-specific information, which includes, but is not limited to, Customer name, address, account number, billing information, electricity and gas usage history, and program participation history, on a case-by-case basis as resources allow. Upon PG&E's request, County of San Luis Obispo shall promptly provide PG&E with a signed original copy of the Authorization to Receive Customer Information or Act on a Customer's Behalf form, Exhibit D.
- 5.2. Upon full execution and delivery of the Contract, County of San Luis Obispo shall be required to complete a data transfer approval process and agree to the terms therein to receive any Customer-specific information.

6. PUBLICATION OF CUSTOMER INFORMATION

- 6.1. County of San Luis Obispo may not publish any reports or produce any marketing and promotional materials that may contain Customer-specific information, including, but not limited to, Customer's name, logo, or any other Proprietary Information without first obtaining:
 - 6.1.1. Customer's prior review and approval of the material to be published or produced; and
 - 6.1.2. Customer's signed License to Use, submitted to and approved by the PG&E Program Manager.
- 6.2. County of San Luis Obispo may not transfer any Customer-specific data or information by e-mail or other method except as outlined in the data transfer approval process and agreement to be provided by the PG&E Program Manager upon full execution and delivery of the Contract.

7. APPROVAL OF MARKETING MATERIALS AND MEDIA

- 7.1. County of San Luis Obispo shall submit all Marketing Materials to PG&E Program Manager for review and approval prior to the release of such materials. County of San Luis Obispo shall consult the tools and resources provided by PG&E, including but not limited to those included in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo in Co-Marketing Activities). In the event that PG&E determines that County of San Luis Obispo's Marketing Materials are false, fraudulent, misleading, not adequately substantiated, do not contain the required Customer disclaimer, have used PG&E's name, trademark or logo without obtaining the appropriate approvals as set forth in Exhibit H, or any other deficiencies, County of San Luis Obispo shall not release the Marketing Materials until any and all problems are remedied by County of San Luis Obispo to PG&E's sole satisfaction.
- 7.2. All media materials and outreach efforts being used in conjunction with the Programs shall abide by the tools and resources provided by PG&E, including but not limited to those included in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo in Co-Marketing Activities), as determined by the PG&E Program Manager.
- 7.3. County of San Luis Obispo acknowledges and agrees that PG&E's name and all of its tangible and intangible Intellectual Property are owned by PG&E (or third parties), and that the unauthorized disclosure or use (or threatened disclosure or use) of PG&E's name and/or Intellectual Property Rights in violation of this Section 7, or any other breach of the PG&E brand guidelines as outlined in Exhibit H and this Contract, will likely cause irreparable harm and significant injury to PG&E (or such third parties), to such a degree that it would then be difficult or impossible to ascertain its money damages sufficient to reasonably and adequately compensate PG&E (or such third parties). Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with this Contract, the parties agree that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Contract, involving the alleged unauthorized disclosure or use of PG&E's name or Intellectual Property Rights. The parties hereby waive any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non conveniens.

8. CLAIMS SUBSTANTIATION

- 8.1. County of San Luis Obispo represents that it will adequately substantiate all claims it will make as part of the Work in accordance with all applicable requirements of the laws of the State of California, federal common law, statute or regulation, and any local ordinances, if applicable. County of San Luis Obispo shall substantiate marketing and/or technological claims made in all Program Marketing Materials. Claims include, but are not limited to, statements about the energy efficiency, safety, reliability, or performance of a piece of equipment or category of Energy Efficiency Measures.
- 8.2. For all Program Marketing Materials, County of San Luis Obispo shall identify all claims, and shall have written evidence and data to substantiate the claim. County of San Luis Obispo shall provide all such claims and claims substantiation to the PG&E Program Manager upon submittal of the material for PG&E review and approval. If PG&E Program Manager determines that the evidence or data that County of San Luis Obispo has submitted to PG&E fails to substantiate the claim, then County of San Luis Obispo shall either provide additional evidence or data, that in PG&E's sole discretion is adequate to substantiate the claim, or redraft or eliminate the claim so that the data and evidence, in PG&E's sole discretion, adequately supports the claims made.
- 8.3. For all Program Marketing Materials, County of San Luis Obispo shall identify the source of all photography or quotes used, and shall have prior written approval for any such photography or quotes used to substantiate a claim. County of San Luis Obispo shall provide such information to the PG&E Program Manager upon submittal of the Program Marketing Material for PG&E review and approval.
- 8.4. County of San Luis Obispo shall indemnify and hold harmless PG&E, its parent company and any and all affiliated subsidiaries from and against any and all forms of civil liability and all costs of suit and damages arising from or related to any claim made by County of San Luis Obispo as defined in paragraph 8.1 above and as part of this Program that is found not to be true, or to have been improperly marketed or inadequately substantiated. County of San Luis Obispo further shall also be responsible for, and indemnify and hold PG&E harmless, any judgment entered against PG&E in any civil court in any jurisdiction arising from or related to any claim, as defined in paragraph 8.1 above, or as to any reasonable settlement of any such actual or potential liability, resulting from any such suit or upon any such demand, and to pay any reasonable attorney's fees incurred by PG&E in defense of such a suit.

9. CONFIDENTIALITY

- 9.1. The parties acknowledge that County of San Luis Obispo, the County of San Luis Obispo, is a public agency subject to the California Public Records Act. In addition to the requirements set out in Article 25.0 of the General Conditions, County of San Luis Obispo shall comply with the following additional terms of this Section 9 (Confidentiality) regarding the handling of confidential or Proprietary Information from PG&E or its Customers.
- 9.2. County of San Luis Obispo shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as Exhibit I (Non-Disclosure and Use of Information Agreement). Prior to starting said Work or services, County of San Luis Obispo shall promptly furnish the original signed non-disclosure agreements to PG&E.

- 9.3. Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, County of San Luis Obispo understands, agrees and acknowledges as follows.
- 9.3.1. PG&E hereby reserves the right in its sole and absolute discretion to disclose any and all terms of this Contract and all exhibits, attachments, and any other documents related thereto to the CPUC, and that the CPUC may reproduce, copy, in whole or in part, or otherwise disclose the Contract to the public.
- 9.3.2. PG&E may be required, or may deem it to be in the best interest of the Program, to disclose to other IOUs certain Program information (excluding any pricing information).
- 9.4. The parties agree that any breach of this Section 9 (Confidentiality) would constitute irreparable harm and significant injury to PG&E. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with this Contract, the parties agree that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Contract, involving the alleged unauthorized disclosure or use of any confidential or Proprietary Information. The parties hereby waive any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non conveniens.
- 9.5. County of San Luis Obispo shall undertake Security measures regarding the handling of confidential or Proprietary Information from PG&E or its Customers. "Security" means the industry standards and techniques, both physical and logical, to ensure that confidential or Proprietary Information will not be compromised and shall be kept secure. Security shall include without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at County of San Luis Obispo's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or Proprietary Information as specified below. County of San Luis Obispo represents and warrants that it shall comply with the terms of this Agreement and the security policies described in this Section 9, subject to the following:
- 9.5.1. Prior to PG&E's first transfer of confidential or Proprietary Information to County of San Luis Obispo, County of San Luis Obispo will comply with industry standard security requirements, including without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at County of San Luis Obispo's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or Proprietary Information and provide PG&E with documentation of such compliance satisfactory to PG&E.
- 9.5.2. The Parties agree to meet periodically, if requested by PG&E to evaluate County of San Luis Obispo's security measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
- 9.5.3. Within one month from the execution date of this Agreement, County of San Luis Obispo shall have implemented security procedures in accordance with the terms and conditions of this Section 9.

In the event PG&E determines County of San Luis Obispo has not complied with Security measures, PG&E shall provide written notice to County of San Luis Obispo describing the deficiencies. County of San Luis Obispo shall then have sixty (60) calendar days to cure. If County of San Luis Obispo has not cured the deficiencies within sixty (60) calendar days, PG&E may terminate this Agreement for cause without penalty or liability to County of San Luis Obispo .

- 9.5.4. County of San Luis Obispo shall implement prior to the delivery of confidential or Proprietary Information and maintain during the term of this Agreement security procedures, practices and controls commensurate to assure that confidential or Proprietary Information is only accessed by County of San Luis Obispo and its Subcontractors, and PG&E and its affiliates, and its authorized users, and to safeguard against its unauthorized access, destruction, use, alteration or disclosure of any such data and information. Security controls and safeguards shall include, without limitation, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the industry requirements of ISO 17799. In addition, County of San Luis Obispo shall update its security procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable. County of San Luis Obispo shall immediately report any unauthorized access or disclosure of confidential or Proprietary Information to PG&E and shall take all reasonable measures within its control to immediately stop the access or disclosure, prevent recurrences and return to PG&E any copies and remove confidential or Proprietary Information. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, County of San Luis Obispo shall assist PG&E in obtaining a copy of any report that documents County of San Luis Obispo 's Security requirements set forth herein.
- 9.6. County of San Luis Obispo shall immediately notify PG&E in writing of any intentional or accidental disclosure, other than disclosure expressly permitted herein, or any misuse or misappropriation of confidential or Proprietary Information provided by PG&E of which County of San Luis Obispo becomes aware.
- 9.7. In the event that a court or other governmental authority of competent jurisdiction, including the California Public Utilities Commission (CPUC), issues an order, subpoena or other lawful process requiring the disclosure by County of San Luis Obispo of the confidential or Proprietary Information provided by PG&E, County of San Luis Obispo shall notify PG&E immediately upon receipt thereof to facilitate PG&E' efforts to prevent such disclosure, or otherwise preserve the confidential or proprietary nature of the information. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the confidential or Proprietary nature of the information, or has notified County of San Luis Obispo in writing that it will take no action to prevent disclosure or otherwise preserve the confidential or Proprietary nature of such Information, then County of San Luis Obispo shall not be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose such confidential or Proprietary Information.

10. PG&E PROGRAM MANAGERS

- 10.1. County of San Luis Obispo designates Trevor Keith as County of San Luis Obispo's Contract Representative for all matters relating to performance of the authorized Work under this Contract.
- 10.2. PG&E designates David Christensen as PG&E's PG&E Program Manager for all matters relating to performance of the authorized Work pursuant to this Contract.
- 10.3. Either County of San Luis Obispo or PG&E may change the designation of the Contract Representative or Program Manager, respectively, at any time by providing written notice of the change to the other parties following protocol.

11. TIME IS OF THE ESSENCE

- 11.1. The parties hereby acknowledge that time is of the essence in performing the duties under this Contract. County of San Luis Obispo's failure to comply with stated deadlines or milestones may result in termination of this Contract, payments being withheld, or other program modifications. County of San Luis Obispo shall immediately notify PG&E Program Manager of any delays or issues that may impact County of San Luis Obispo's ability to perform any duties or obligations as mandated by this Contract.

12. NO ENDORSEMENT

- 12.1. Selection of County of San Luis Obispo to perform work on behalf of PG&E does not constitute, nor does it imply in any way, an endorsement by PG&E of County of San Luis Obispo or its firm. Consequently, County of San Luis Obispo shall not indicate that PG&E has or will endorse County of San Luis Obispo in any form of written, verbal or electronic advertisement or in any other business or marketing development efforts. This prohibition shall survive the terms of this Contract. Violation of this section shall be sufficient cause for the cancellation of this Contract pursuant to the terms outlined in Article 41.0 (Cancellation and Termination of Contract) of the General Conditions, and the application by PG&E for a preliminary injunction or other provisional judicial remedy pursuant to Article 38.0 (Dispute Resolution) of the General Conditions. County of San Luis Obispo shall not use PG&E's name, logo, trademark, trade name, or other Intellectual Property Rights without PG&E's advance written permission or in any manner which is contrary to the terms of Section 9 of this Contract and Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities).

13. NON-EXCLUSIVITY

- 13.1. THE PARTIES AGREE THAT THIS CONTRACT DOES NOT ESTABLISH AN EXCLUSIVE CONTRACT BETWEEN PG&E AND COUNTY OF SAN LUIS OBISPO. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM OR SUPPLY WORK OR DELIVERABLES OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM BIDDERS FOR WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT, AND THE UNRESTRICTED RIGHT BY PG&E TO RE-BID OR PERFORM ANY SUCH WORK.

14. NOTICES OR DEMANDS

- 14.1. Any written notice, demand, or request required or authorized in connection with this Contract shall be deemed properly given if delivered in person or sent by facsimile, any nationally recognized overnight courier, or first class U.S. mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Requests for proposed contract amendments may be sent by e-mail, but execution of such request shall only be executed pursuant to the terms of an authorized Change Order. Notices shall be addressed as follows:

COUNTY OF SAN LUIS OBISPO CONTRACT REPRESENTATIVE

County of San Luis Obispo
Attention: Trevor Keith
976 Osos Street, Room 300
San Luis Obispo, CA 93408
Phone: (805) 781-1431
Fax: (805) 781-5624
Email: tkeith@co.slo.ca.us

PG&E PROGRAM MANAGER

Pacific Gas and Electric Company
Attention: David Christensen
1918 H Street
Bakersfield, CA 93301

Telephone: (661) 321-4513
Fax: (661) 321-4545
Email: dnc3@pge.com

- 14.2. Notices shall be deemed received by the PG&E Program Manager (a) if personally or hand-delivered, upon the date of delivery to the address of the person authorized to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (b) if mailed, three business days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

15. CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW

- 15.1. This Contract shall at all times be subject to changes or modifications by the CPUC. The CPUC may from time to time issue a directive relating to or affecting any aspect of this Contract within the confines of its jurisdiction.
- 15.2. Upon the occurrence of any event or action as described in Section 15.1 PG&E may (but shall have no obligation to) suspend or terminate this Contract in accordance with Article 41.0 (Cancellation and Termination of Contract) of the General Conditions.

16. CONFLICT OF TERMS

- 16.1. In the event of any conflict in the Specific Conditions stated herein and the General Conditions, these Specific Conditions shall control. Should a conflict exist between the Specific Conditions, General Conditions and the Attachments, the Specific Conditions or the Attachments shall control. Should a conflict exist between the Specific Conditions, General Conditions, or Attachments, and any applicable federal, state or local law, rule, regulation, order or code, said law, rule, regulation, order or code shall control. Varying degrees of stringency among the General Conditions, Specific Conditions, Attachments, laws, rules, regulations, orders or codes are not deemed conflicts and the most stringent requirements shall control.
- 16.2. County of San Luis Obispo shall immediately notify PG&E Program Manager of any conflicts or potential conflicts described in or covered by this Section.

17. SUPPLIER DIVERSITY PROGRAM POLICY

- 17.1. CPUC General Order 156 promotes the purchasing of goods and services from women, minority, and/or disabled veteran-owned and controlled business enterprises ("WMDVBES").
- 17.2. There are no specific WMDVBE goals that have been established for County of San Luis Obispo to meet in this Contract. However, PG&E expects County of San Luis Obispo to assist PG&E in working with WMDVBES.
- 17.3. County of San Luis Obispo shall provide to PG&E a list of verified WMDVBES that it expects to do business with during the term of this Contract.
- 17.4. Primary verification of WMDVBES shall be the CPUC WMDVBE Clearinghouse.
- 17.5. REPORTING COMMITMENT: Non-government partners shall provide timely and accurate reporting of County of San Luis Obispo's detailed spend information with diverse suppliers on PG&E's Supplier Diversity Management System (SDMS) fifteen (15) days following the end of each month.

18. LOCAL HIRING

- 18.1. County of San Luis Obispo shall make all reasonable efforts, as mutually determined by PG&E and County of San Luis Obispo, to promote the creation of local green jobs by locally hiring individuals or subcontracting with local entities that will be performing the services in accordance with this Agreement.

19. PG&E GREEN SUPPLY CHAIN PROGRAM

- 19.1. "At Pacific Gas and Electric Company, we are committed to being an environmental leader and demonstrating this through our actions. We pledge to think creatively, work cooperatively and be results-oriented in our environmental stewardship efforts." In alignment with our company environmental policy, PG&E expects County of San Luis Obispo to work collaboratively and in partnership with PG&E's Green Supply Chain Program to develop innovative and sustainable ideas, products, services and operations to continually reduce harmful effects on human health and the environment with the following "CoOps" objectives:

- **Commitment: to be more environmentally responsible**
 - Establish an environmental policy framework
 - Develop a sustainability report
- **Outreach: to educate others about environmental responsibility**
 - Mentoring program for suppliers
 - Community programs
 - Employee programs
- **Operations: to reduce environmental impacts**
 - Greenhouse gas emissions
 - Energy use
 - Water use
 - Recycled and non-recycled waste
- **Products and Services: environmentally friendly**
 - Purchase or produce products and services that are green and environmentally friendly
- **Supplier Collaboration: environmental partnerships**
 - Sharing best practices and engaging in joint environmental projects with PG&E, PG&E County of San Luis Obispo s and/or other PG&E suppliers

For additional information regarding PG&E's Green Supply Chain Program please email GreenSupplyChain@pge.com

EXHIBITS TO PG&E SPECIFIC CONDITIONS:

- Exhibit A: Definitions**
- Exhibit B: Scope of Work Deliverable Schedule**
- Exhibit C: Project Management Plan**
- Exhibit D: Authorization to Receive Customer Information or Act on a Customer's Behalf**
- Exhibit E: Invoice Reporting Requirements**
- Exhibit F: Regulatory Reporting Requirements**
- Exhibit G: Contractor, Consultant, and Supplier Code of Conduct**
- Exhibit H: Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities**
- Exhibit I: Non-Disclosure Agreement and Use of Information Agreement**
- Exhibit J-1: Access Agreement for Monitoring Equipment**
- Exhibit J-2: Access Agreement for Non-Monitoring Equipment**

Exhibit A: Definitions

The definition of "Change Order", "Local Government County of San Luis Obispo" or "County of San Luis Obispo", "Contract", "Party" or "Parties", "PG&E", "Subcontract", "Subcontractor", "Work", as used in the Contract shall be as defined in the General Conditions. The definitions found in the General Conditions are supplemented with the terms defined below solely for these Specific Conditions attached hereto and incorporated herein:

1. **Access Agreement** - A written agreement (approved in form and substance by PG&E) under which a Customer provides access to its property to (a) County of San Luis Obispo or its Subcontractor for the purpose of providing Audit or other Program services; and (b) PG&E and CPUC for purpose of exercising their verification, inspection and review rights pursuant to Section 2.3 or 2.4, as applicable, or to provide other Program services, in return for which County of San Luis Obispo will conduct an Audit or other Program service and provide the results to Customer.
2. **Ad Hoc Reports** - Reports or documentation that PG&E, in its sole and absolute discretion, requires County of San Luis Obispo to provide pursuant to Section 3.
3. **Average Demand (kW)** - The average kW consumed during a twelve (12)-month period for a given Customer service agreement which has, and is, billed on a demand meter.
4. **California Energy Action Plan** - Energy Resources Conservation and Development Commission (usually called the California Energy Commission), the Public Utilities Commission (CPUC), and the Consumer Power and Conservation Financing Authority (called the CPA - which is now defunct), approved the final State of California Energy Action Plan in 2003, proposed by a subcommittee of the three agencies. The Draft Plan establishes shared goals and specific actions to ensure that adequate, reliable, and reasonably-priced electrical power and natural gas supplies are achieved and provided through policies, strategies, and actions that are cost-effective and environmentally sound for California's consumers and taxpayers.
5. **CARE** - PG&E's California Alternate Rates for Energy program.
6. **Consultant** - The same meaning as County of San Luis Obispo or Contractor, i.e., the party or parties entering into a Contract with PG&E for the Work.
7. **Contract Budget** - The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E, as set forth in Section 4.2.1.
8. **CPUC or Commission** - The California Public Utilities Commission.
9. **Customer** - A residence or business receiving electric and/or gas distribution service from PG&E and paying the Public Goods Charge.
10. **Deliverables** - Tangible Work products to be provided to PG&E Program Manager for review, approval and documentation of work.
11. **Demand Response (DR)** - Activities or equipment that induce consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to a price signal.

12. Demand-Side Management (DSM) - Measures taken by a utility to influence the level or timing of customers' energy demand in order to optimize the use of available utility resources. Such measures include evaluating, planning, implementing, and monitoring a wide range of conservation, energy efficiency, load management, fuel substitution, and load retention programs.
13. Emerging Technologies - New energy efficiency technologies, systems, or practices that have significant energy savings potential but have not yet achieved sufficient market share (for a variety of reasons) to be considered self sustaining or commercially viable. Emerging technologies include early prototypes of hardware, software, design tools or energy services that if implemented will result in energy savings.
14. Energy Efficiency - Activities or programs that stimulate Customers to reduce Customer energy use by making investments in more efficient equipment or controls that reduce energy use while maintaining a comparable level of service as reasonably perceived by the Customer.
15. Energy Efficiency Measure, Measure, or EEM - An energy using appliance, equipment, control system, practice (other than practices that rely solely on behavioral changes, such as turning off lights), or design improvement whose installation or implementation results in reduced energy use (purchased from the distribution utility) while maintaining a comparable or higher level of energy service as perceived by the Customer. In all cases, Energy Efficiency Measures decrease the amount of energy used to provide a specific service or to accomplish a specific amount of work (e.g., kWh per cubic foot of a refrigerator held at a specific temperature, therms per gallon of hot water at a specific temperature, etc.). For the purpose of this Contract, solar water heating is an eligible Energy Efficiency measure, provided that it passes the Dual Test of Cost Effectiveness on a stand-alone basis.
16. Evaluation, Measurement, and Verification or EM&V – An evaluation methodology related to energy conservation, by which the evaluator (often a third party entity): (1) determines actual energy savings and demand reduction derived from DSM programs, within agreed upon parameters for confidence level/precision, and (2) provides guidance to energy service providers regarding opportunities to use lessons learned for program-design and/or implementation-process improvements.
17. Hard to Reach Market Sectors or Under-Served Communities and Customer Group – Those customers who do not have easy access to program information or generally do not participate in energy efficiency programs due to a language (primary language spoken is other than English), and/or, business size (less than ten employees) and/or, geographic (businesses in areas other than the San Francisco Bay Area, San Diego area, Los Angeles basin or Sacramento) and/or, or lease (investments in improvements to the building benefit the business only during the lease period; landlords benefit longer).
18. HVAC – Heating, Ventilation, and Air Conditioning Systems.
19. County of San Luis Obispo - – The term “County of San Luis Obispo ” shall have the same meaning as Consultant or Contractor, i.e., the party or parties entering into this Contract with PG&E for the Work
20. Information Only Program – Program with no contractually assigned energy savings goals.
21. Intellectual Property Rights - Any and all now or hereafter known tangible and intangible: (1) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (2)

trademark, service mark, trade name, and trade dress rights and similar rights; (3) trade secret rights; (4) patents, designs, algorithms, and other industrial property rights; (5) other intellectual and industrial property rights (of every kind and nature and however designated), whether arising by operation of law, contract, license, or otherwise; (6) registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, or reissues of any of the foregoing now or hereafter in force; and (7) rights in any of the foregoing.

- 22. IOU - An investor owned utility, including, but not limited, to Pacific Gas and Electric Company ("PG&E"). For the purposes of these Specific Conditions and unless indicated otherwise, all references to an IOU shall mean PG&E.
- 23. kW - One kilowatt of electricity.
- 24. kWh - One kilowatt-hour of electricity.
- 25. LIEE - PG&E's Low Income Energy Efficiency program.
- 26. Load Management - Programs which reduce or shift electric peak demand away from periods of high cost electricity to non-peak or lower cost time periods, with a neutral effect on or negligible increase in electric use.
- 27. Local Government - a city, county or governmental agency located in PG&E's service area.
- 28. Lost Opportunity – The occurrence when a Customer does not install an Energy Efficiency Measure that is cost-effective at the time, but whose installation is unlikely to be cost-effective if the Customer attempts to install the same Measure later.
- 29. Market Barriers – Impediment or hindrance to work associated with the energy watch program.
- 30. Marketing Materials – materials as defined in Section 3.2 and subject to Section 7.
- 31. Marketing Plan – a written plan as defined in the Program Management Plan and subject to Section 7.
- 32. New Construction - (1) new building projects wherein no structure or site footprint presently exists; (2) addition or expansion of an existing building or site footprint; or (3) addition of new load, as in the example of an existing site adding a new process.
- 33. Nonresidential - Facilities used for business, commercial, agricultural, institutional, and industrial purposes.
- 34. PG&E Program Manager - The PG&E authorized representative responsible for administering this Contract; monitoring Contract activities, Deliverables and expenses for PG&E; and authorizing invoices for payment.
- 35. Program Management Plan ("PMP") – A Program Management Plan that is in accordance with the requirements specified in Exhibit C.
- 36. Proprietary Information - The Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products and any

- technical, commercial, financial, or customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Services, including, but limited to, a Customer's energy usage and billing data, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and/or trade secrets belonging to PG&E, and/or third parties. In each case, "Proprietary Information" also includes any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies. If Contractor is in doubt about whether certain information is Proprietary Information, Contractor will treat that information as such.
37. Public Goods Charge – Non-bypassable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, and research, development and demonstration, and low income assistance programs.
38. Rebate Program - A Program that encourages Customers to undertake a specific act, typically installing energy efficiency equipment, by providing a monetary amount (rebate) following the completion and verification of installation.
39. Records - Documents stating or supporting results achieved or providing evidence of activities performed. Records may vary depending on scope of work and project goals but include any documents that demonstrate conformance to program requirements, including but not be limited to, completed and signed Customer applications, trending data, energy savings calculations, training rosters and subject matters, project cost data, final approved program documents (Project Management Plan, Marketing Materials), audits, and any other documents demonstrating compliance to the conditions of the contract.
40. Residential - Existing single family residences, multi-family dwellings, whether master-metered or individually metered, (defined as dwellings of five units or more with at least one wall or ceiling in common), and buildings that are essentially residential but used for commercial purposes, including, but not limited to, time shares, vacation homes, etc.
41. Retro commissioning - A systematic process for optimizing an existing building's performance by identifying operational deficiencies and making necessary adjustments to correct the system.
42. Retrofit - 1) Construction that involves complete removal, redesign and replacement of the energy consuming systems of a building or process; 2) projects that require design and selection of new systems based upon the needs of new or modified space function(s); and 3) major tenant improvements that add new load.
43. Security - The industry standards and techniques, both physical and logical, to ensure that confidential or Proprietary Information will not be compromised and shall be kept secure, and may include without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at County of San Luis Obispo's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or Proprietary Information.
44. Service Territory - The geographical area served by PG&E.

45. Task or Tasks – Any and all items of work to be performed pursuant to the Scope of Work and in accordance with the terms and conditions of this Contract.

Exhibit B: Scope of Work Deliverable Schedule (Summary)

Exhibit B: Scope of Work Deliverable Schedule (Summary)						
Description	Deliverable	Deliverable Due Date		Payment Structure	Type of Cost	Lump Sum
Task 1: Program Management Plan	Program Management Plan	Draft	Within 30 calendar days of contract execution	Lump Sum	Admin	\$0
		Final	Two weeks following PM comments			\$10,000
	Total Admin					\$10,000
Task 1 Total				\$10,000		\$10,000
Task 2: Identify Market Sectors, Develop Marketing Materials and Implement Marketing Campaign	Research Summary		30 days following contract execution	Lump Sum	Marketing	\$8,300
	Marketing Materials	Draft	One month prior to planned distribution			\$0
		Final	One week following PM comments			\$10,335
	List of Participating Businesses		Included in Monthly Report			\$31,550
	Total Marketing					\$50,185
Task 2 Total				\$50,185		\$50,185
Task 3: Energy Analysis Of Buildings	Benchmark Buildings	Draft	November 1, 2013	Lump Sum	Direct Implementation	\$0
		Final	Two weeks following PM comments			\$9,456
	Scoping Audit List	Draft	November 30, 2013			\$0
		Final	Two weeks following PM comments			\$1,000
	Preliminary Analysis Report	Draft	December 30, 2013	\$0		
	Final	Two weeks following PM comments	\$8,100			
Total Direct Implementation					\$18,556	
Task 3 Total				\$18,556		\$18,556

Exhibit B: Scope of Work Deliverable Schedule (Summary)						
Description	Deliverable		Deliverable Due Date	Payment Structure	Type of Cost	Lump Sum
Task 4: Conduct Scoping Audits	Audit Report Template	Draft	30 days prior to conducting first audit	Lump Sum	Direct Implementation	\$0
		Final	One week following PM comments			\$11,032
	4 Audit Reports	Final	January 31, 2013			\$35,519
	4 Audit Reports	Final	March 31, 2013			\$35,519
	4 Audit Reports	Final	April 30, 2013			\$35,519
	4 Audit Reports	Final	May 31, 2013			\$35,519
	4 Audit Reports	Final	June 30, 2013			\$35,519
	4 Audit Reports	Final	July 31, 2013			\$35,519
	4 Audit Reports	Final	October 31, 2013			\$21,275
Total Direct Implementation						\$245,418
Task 4 Total				\$245,418	\$245,418	
Task 5: Analyze Audit Data for Each Sector	Energy Usage and Retrofit Opportunities	Draft	January 31, 2014	Lump Sum	Direct Implementation	\$0
		Final	Two weeks following PM comments			\$5,591
Total Direct Implementation						\$5,591
Task 5 Total				\$5,591	\$5,591	
Task 6: Aggregate Retrofits and Identify Future Program Opportunities	Retrofit Aggregation Report	Draft	January 31, 2014	Lump Sum	Direct Implementation	\$0
		Final	Two weeks following PM comments			\$6,980
	Opportunities Summary		February 28, 2014			\$2,664
Total Direct Implementation						\$9,644
Task 6 Total				\$9,644	\$9,644	

Exhibit B: Scope of Work Deliverable Schedule (Summary)							
Description	Deliverable	Deliverable Due Date		Payment Structure	Type of Cost	Lump Sum	
Task 7: EM&V Coordination	EM&V Plan	Draft	March 31, 2014	Lump Sum	Direct Implementation	\$0	
		Final	Two weeks following PM comments			\$26,750	
	Total Direct Implementation					\$26,750	
Task 7 Total				\$26,750		\$26,750	
Task 8: Sector Results	Presentations	Draft	April 1, 2014	Lump Sum	Direct Implementation	\$0	
		Final	One week following PM comments			\$3,450	
	Customer Releases and Permissions		One week prior to publishing each case study				\$0
		Total Direct Implementation					\$3,450
Task 8 Total				\$3,450		\$3,450	
Task 9: Sector Presentations	Presentations	Draft	April 1, 2014	Lump Sum	Direct Implementation	\$0	
		Final	Two weeks following PM comments			\$8,000	
	Published Web Site		May 1, 2014				\$0
		Total Direct Implementation					\$8,000
Task 9 Total				\$8,000		\$8,000	
Task 10: Design Public Relations & Marketing Campaign	Scope of Work	Draft	October 1, 2013	Lump Sum	Direct Implementation	\$0	
		Final	Two weeks following PM comments			\$2,400	
	Results of Campaign		March 15, 2014			\$0	
	Winning Campaign	Draft	30 days prior to planned distribution			\$0	
		Final	One week following PM comments			\$8,000	
	Summary of Implementation Activities		April 15, 2014			\$0	
Total Direct Implementation					\$10,400		
Task 10 Total				\$10,400		\$10,400	

Exhibit B: Scope of Work Deliverable Schedule (Summary)							
Description	Deliverable	Deliverable Due Date		Payment Structure	Type of Cost	Lump Sum	
Task 11: Publicize Results	Distribution Plan	Draft	April 1, 2014	Lump Sum	Direct Implementation	\$0	
		Final	One week following PM comments			\$3,000	
	Distribution Materials	Draft	May 1, 2014			\$0	
		Final	One week following PM comments			\$5,000	
	Summary of Distribution Activities		Included in Monthly Reports			\$0	
Total Direct Implementation						\$8,000	
Task 11 Total				\$8,000	\$8,000		
Task 12: Address All Customer Issues	Customer Service Log		Included in Monthly Reports	Lump Sum	Direct Implementation	\$0	
	Description of Outstanding Issues		As required			\$0	
Total Direct Implementation						\$0	
Task 12 Total				\$0	\$0		
Task 13: Submit Final Program Report	Final Program Report	Draft	June 1, 2014	Lump Sum	Admin	\$0	
		Final	June 30, 2014			\$6,000	
Total Admin						\$6,000	
Task 13 Total				\$6,000	\$6,000		
Total Administration				\$16,000			
Total Marketing				\$50,185			
Total Direct Implementation				\$335,811			
Total Program Budget				\$401,996	\$401,996		

Exhibit C: Program Management Plan

This outline is intended to provide guidance in the creation of County of San Luis Obispo's Project Management Plan and is subject to revision through collaboration between County of San Luis Obispo and PG&E.

1. Introduction: Summarize objectives and the major components of the Project
 - a. Program Overview
 - b. Goals
 - c. Targeted Customer Segments, Eligibility Requirements (as applicable)
 - d. Program Dates
 - e. Staff and Subcontractor Responsibilities (as applicable)
 - i. Key staff names, titles, and responsibilities
 - f. Local Hiring
 - g. Implementation Timetable (template provided by PG&E)
 - h. Coordination Plan: Indicate how County of San Luis Obispo will coordinate with other programs offered by PG&E and other stakeholders
2. Program Elements (each)
 - a. Implementation Strategy
 - i. Energy Efficient Retrofits (as applicable)
 1. Implementation Process
 2. Eligible product specification or standards
 - ii. Technical Assistance (as applicable)
 1. Energy Assessment Reports
 2. Audit Services
 - iii. Policy Assistance (as applicable)
 1. Policy development and implementation
 2. Codes and standards
 - iv. Training and Workshops
 1. Topics
 2. Curriculum
 3. Schedule
 - v. Other Activities (as applicable)
 - b. Implementation Schedule
3. Management Activities
 - a. Meetings, Communications
 - b. Data Collection and Management
 - c. Reporting
 - d. Marketing, Recruitment and Outreach
 - i. Marketing Message, as applicable
 1. Outline the major components of the message
 2. Customer disclosure text and partnership agreement
 - ii. Marketing materials (including web site structure if applicable)
 - iii. Co-Branding
 - iv. Distribution Channels
 - v. Target Audience
 - vi. Schedule
 - e. Customer Complaint / Dispute Resolution Plan
4. Description of activities that promote the CA Energy Efficiency Strategic Plan
 - a. Strategic Plan Goals
 - b. How Activity Addresses Goals

EXHIBIT D - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF	SUBMITTED TO THE FOLLOWING. Please check all that apply: <input type="checkbox"/> PG&E <input type="checkbox"/> SoCalGas <input type="checkbox"/> SCE <input type="checkbox"/> SDG&E
--	--

THIS IS A LEGALLY BINDING CONTRACT READ IT CAREFULLY
 (Please Print or Type)

I, _____ NAME _____ TITLE (IF APPLICABLE) _____

of _____ (Customer) have the following mailing address

NAME OF CUSTOMER OF RECORD

, and do hereby appoint

MAILING ADDRESS	CITY	STATE	ZIP
-----------------	------	-------	-----

NAME OF THIRD PARTY _____ of _____ MAILING ADDRESS _____

CITY	STATE	ZIP
------	-------	-----

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1.	SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER
2.	SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER
3.	SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the Customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (Initial all applicable boxes):

<input type="checkbox"/>	1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility ¹ .
<input type="checkbox"/>	2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
<input type="checkbox"/>	a. Verification of rate, date of rate change, and related information;
<input type="checkbox"/>	b. Contracts and Service Agreements;
<input type="checkbox"/>	c. Previous or proposed issuance of adjustments/credits; or
<input type="checkbox"/>	d. Other previously issued or unresolved/disputed billing adjustments.
<input type="checkbox"/>	3. Request investigation of my utility bill(s).
<input type="checkbox"/>	4. Request special metering, and the right to access interval usage and other metering data on my account(s).
<input type="checkbox"/>	5. Request rate analysis.
<input type="checkbox"/>	6. Request rate changes.
<input type="checkbox"/>	7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard Customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

EXHIBIT D - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

²If no time period is specified, authorization will be limited to a one-time authorization

- ☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- ☐ One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- ☐ Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- ☐ Hard copy via US Mail (if applicable)
- ☐ Facsimile at this telephone number: _____
- ☐ Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the Customer (for example, CFO of a company or City Manager of a municipality).]

_____ AUTHORIZED CUSTOMER SIGNATURE		_____ TELEPHONE NUMBER	
Executed this _____ day of _____	at _____	CITY AND STATE WHERE EXECUTED	
MONTH YEAR			

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from, or relating to, the use of Customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

_____ AGENT SIGNATURE		_____ TELEPHONE NUMBER	
_____ COMPANY			
Executed this _____ day of _____			
MONTH	YEAR		

**DOCUMENTO DE PRUEBA D – AUTORIZACIÓN PARA
RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN
REPRESENTACIÓN DE UN CLIENTE**
PRESENTADO ANTE LOS SIGUIENTES.
 Por favor, marque todas las respuestas
 correspondientes:

☐ PG&E ☐ SoCalGas
☐ SCE ☐ SDG&E

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE. LÉALO DETENIDAMENTE
(Por favor, escriba a máquina o con letra de imprenta)

Yo _____ NOMBRE PUESTO (SI ES PERTINENTE)

 de _____ (Cliente) tiene la siguiente dirección postal
 NOMBRE DEL CLIENTE REGISTRADO

 _____, y a través del presente
 designo a
 DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO
 POSTAL

 _____ de _____
 NOMBRE DEL TERCERO DIRECCIÓN POSTAL

_____ CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO
2.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO
3.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al período de 12 meses más reciente.

 Yo (Cliente) autorizo a mi Agente a actuar en representación mía en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos ¹ . |
| <input type="checkbox"/> | 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes): |
| <input type="checkbox"/> | a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada; |
| <input type="checkbox"/> | b. Contratos y Convenios de Servicio; |
| <input type="checkbox"/> | c. Emisión previa o propuesta de ajustes/créditos; o |
| <input type="checkbox"/> | d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente. |
| <input type="checkbox"/> | 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos. |
| <input type="checkbox"/> | 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s). |
| <input type="checkbox"/> | 5. Solicitar un análisis de tarifas. |
| <input type="checkbox"/> | 6. Solicitar modificaciones en las tarifas. |
| <input type="checkbox"/> | 7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio. |

¹ La Compañía de Servicios Públicos proporciona información estándar sobre el cliente sin costo alguno hasta dos veces en un período de 12 meses por cuenta del servicio. Después de dos solicitudes en un año, comprendo que podría ser responsable de los cargos en lo que se podría incurrir para tramitar esta solicitud.

DOCUMENTO DE PRUEBA D - AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE

YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MÍA DE LA SIGUIENTE MANERA² (ponga sus iniciales únicamente en un casillero):

²Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

- ☐ Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).
- ☐ Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.
- ☐ Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta _____ (Duración limitada a tres años a partir de la fecha de firma de esta Autorización.) Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:

La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)

- ☐ Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).
- ☐ Documento por fax a este número telefónico: _____
- ☐ Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: _____

Yo (El Cliente), _____ (nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Servicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicio Público a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. [Este formulario debe estar firmado por una persona que posea la autoridad de obligar financieramente al cliente (por ejemplo, el Director Financiero de una compañía o el Administrador Municipal de una municipalidad).]

FIRMA DEL CLIENTE AUTORIZADO	NÚMERO TELEFÓNICO
Firmado este día _____ de _____ de _____	en _____
MES AÑO	CIUDAD Y ESTADO DONDE ES
	FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

FIRMA DEL AGENTE	NÚMERO TELEFÓNICO
COMPañÍA	
Firmado este día _____ de _____ de _____	
MES AÑO	

Exhibit E: Invoice Reporting Requirements

Monthly Reports

County of San Luis Obispo shall submit the following files to PG&E by the 15th day of each month:

- Invoice and Financial Files
- Monthly Narrative
- Monthly Deliverable Worksheet
- Accruals and Forecasting

Invoice and Financial Files

Contractor shall submit invoices (as applicable), by the 15th of each month. The invoice shall report activities by Task, expenses according to CPUC categories, and a list of all CPUC allowable costs, as applicable. The file format will be provided by the PG&E Program Manager.

Monthly Narrative

If applicable, the monthly narrative shall include a summary of the Program expenses and achievements and a discussion on the following Program activities occurring during the month:

1. Program Activities Summary (include accomplishments, notable successes, upcoming activities, and issues/concerns)
2. What are your changes in program emphasis or overall strategy?
3. How can PG&E assist with helping this program succeed?
4. For each Program Element (Marketing, Training, Outreach, Retrofits, Other):
 - a. List any activities, events, materials, meetings, outreach, and notable results for the last month.
 - b. Assessment of Program performance and status
 - ☐ The program is on target
 - ☐ The program is exceeding expectations
 - ☐ The program is falling short of expectations
 - c. If falling short, what are the near-term and long-term plans to become successful?
5. Integration and Collaboration Activities.
 - a. Identify attempts to integrate and/or collaborate with other PG&E program offerings, California Energy Efficiency Long Term Strategic Plan objectives, and other organizations and partners.
6. Identify matching funds or in-kind support for tasks completed last month.
7. Changes to contracts, contractors and contractor responsibilities, and staffing changes (include contact information and subcontractor changes), if any.
8. Near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
9. Additional Information

Monthly Deliverable Worksheet

Submit a worksheet (Exhibit XX:) listing specific deliverables for each Task listed in Section 3, Scope of Work.

Quarterly Reports

County of San Luis Obispo will submit a quarterly report narrative that is used in regulatory reporting to the CPUC using the following format:

Program Name: Enter Program Name
Program Number: PGE-XXXX
Quarter: Specify Quarter and Year

1. Program description
2. Administrative activities
3. Marketing activities
4. Project performance/project status
 - ☐ Program is on target
 - ☐ Program is exceeding expectations
 - ☐ Program is falling short of expectations (explain)
5. Achievements: List summary of activities, events, materials, meetings, outreach, deliverables, and notable results for the last quarter.
6. Changes in program emphasis, if any, from previous quarter (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measures discontinued, budget changes)
7. Discuss near-term plans for the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation)
8. Changes to staffing and staff responsibilities, if any
9. Changes to contracts, if any
10. Changes to contractors and contractor responsibilities, if any
11. Number of customer complaints received, if any
12. Revisions to program theory and logic model, if any

Exhibit F: Regulatory Reporting Requirements

1. Program Reporting

This Exhibit details PG&E's regulatory reporting requirements to the CPUC, other than those specified in Exhibit E (Invoice Reporting Requirements). County of San Luis Obispo shall provide PG&E with the information specified below with respect to the prior month's Program activities, accomplishments and expenditures, for purposes of preparing reports required of PG&E by the CPUC, including the current Monthly, Quarterly and Annual Reports to the extent that the information is not provided by County of San Luis Obispo to PG&E through the Invoice Reporting Requirements as required in Exhibit E. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Monthly Report

County of San Luis Obispo shall provide PG&E with the requisite information to be compiled for the monthly portfolio reporting.

2.1 Program Data

Program Costs (cost reported cumulative-to-date (also referred to as inception-to-date))
- Total cumulative commitments (limited to incentive commitments)

Program Impacts (savings reported cumulative-to-date (also referred to as inception-to-date))
- Total committed (limited to incentive commitments) net kW, kWh and Thermo savings

2.2 Program Changes/New Program Information

If applicable, the following information shall be reported in the Monthly report
- Identification of program terminated during the report month

2.3 Other requirements as determined by the CPUC or the CPUC's Energy Division for monthly reports

3. Quarterly Report

County of San Luis Obispo shall provide PG&E with the requisite information to be compiled for the quarterly portfolio reporting.

3.1 Program Narratives – For the program, a description of the project activities occurring during the quarter, as applicable.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- e. Discussion of near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- f. Changes to staffing and staff responsibilities, if any
- g. Changes to contacts, if any
- h. Changes to subcontractors and subcontractor responsibilities, if any
- i. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

County of San Luis Obispo will provide additional data or information as required by the CPUC.

4. Reporting Terminology Definitions

- 4.1 Project Budget** – The Project budget is County of San Luis Obispo's total project budget as authorized by the Contract.
- 4.2 Direct Implementation Expenditures** – Costs associated with activities that are a direct interface with the Customer or Program participant or recipient (i.e., County of San Luis Obispo receiving training). *(Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.)*
- 4.3 Report Month** – The month for which a particular Monthly Report is providing data and information. For example, a report covering the month of July 2006, but prepared and delivered later than July 2006, would still be titled July 2006.
- 4.4 Program Strategy** – The method deployed by a program in order to obtain program participation.
- 4.5 Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach represents two discrete program elements.)

6. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to PG&E, the program administrator. If there is a desire to include additional Allowable Cost elements, PG&E should be contacted in order for the administrator to seek approval from the CPUC.	
	9/29/2009
Cost Categories	Allowable Costs
Administrative Cost Category	
	Managerial and Clerical Labor
	Subcontractor Labor - Clerical
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service

	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Program/Project Management
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Activity - Direct Labor
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Measure Installation

	Direct Implementation Hardware and Materials
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing
	Subcontractor - Rebate Applications
Evaluation, Measurement and Verification	
	Subcontractor Labor - EM&V
	Subcontractor Materials - EM&V
	Subcontractor Benefits - EM&V Labor
	Subcontractor Overhead - EM&V
	Subcontractor Payroll Tax - EM&V Labor
	Subcontractor Pension - EM&V Labor
	Subcontractor Travel - EM&V

Exhibit G: Contractor, Consultant, and Supplier Code of Conduct

Contractor, Consultant and Supplier Code of Conduct



INTRODUCTION

TO ALL CONTRACTORS, CONSULTANTS, AND SUPPLIERS:

At PG&E Corporation and Pacific Gas and Electric Company (together, PG&E), we understand that a strong commitment to compliance and ethics is the foundation of a successful business. We strive to ensure that every business decision is guided by our commitment to operate with high ethical standards. We're committed to ethical business conduct and compliance with applicable laws, regulations and policies, and we appreciate and expect your equal commitment as you provide goods and services to PG&E. Our expectation also extends to your subcontractors and sub-suppliers.

Any work done for PG&E must be performed in full compliance with all applicable laws, regulations and policies (e.g., environmental, safety, antitrust, and employment), and in accordance with high standards of ethical business conduct.

PG&E must comply with all Sarbanes-Oxley requirements regarding the accounting, contracting and payment for goods and services. PG&E's commitment to compliance requires that our contractors, consultants and suppliers accept orders only when accompanied by an approved PG&E purchase order or charge card. Failure to comply with this requirement may impact our ability to reimburse you for goods or services in a timely manner.

We expect our employees and our contractors, consultants and suppliers to conduct themselves in a professional manner, to refrain from any action that may be considered a conflict of interest, and to treat others with respect, fairness and dignity. PG&E does not tolerate harassment or discrimination.

Additional information on our compliance and ethics commitment, as well the Code of Conduct Handbook for our employees is available on the PG&E Corporation website at http://www.pge-corp.com/aboutus/ethics_compliance/.

If you have questions or concerns about compliance or ethics issues while working for PG&E, please discuss them with your PG&E business contact. You also may call our toll-free Compliance and Ethics Helpline at 1-888-231-2310 with questions on compliance or ethics issues or to report illegal or unethical activities. The Helpline should be used to raise complaints regarding accounting, auditing matters or internal controls, and for reports about questionable accounting and auditing matters. It is available 24 hours a day, 7 days a week, and you may call anonymously.

We regard our supplier base as a critical and necessary extension of our mission, operations and future success, and we thank you for continuing to make compliance and ethics a top priority as you work with PG&E.

Sincerely,

Kent M. Harvey
Senior Vice President and Chief Risk and Audit Officer
PG&E Corporation

PRINCIPLES AND STANDARDS OF ETHICAL SUPPLY MANAGEMENT CONDUCT

PG&E supports the **Principles and Standards of Ethical Supply Management Conduct** as promoted by the Institute for Supply Management:²

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
2. Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and granted authority.
3. Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of the employer.
4. Avoid soliciting or accepting money, loans, credits or preferential discounts and the acceptance of gifts, entertainment, favors or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.
5. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
6. Promote positive supplier relationships through courtesy and impartiality.
7. Avoid improper reciprocal agreements.
8. Know and obey the letter and spirit of laws applicable to supply management.
9. Encourage support for socially diverse practices.
10. Conduct supply management activities in accordance with national and international laws, customs and practices, your organization's policies and these ethical principles and standards of conduct.
11. Develop and maintain professional competence.
12. Enhance the stature of the supply management profession.

CONDUCT STANDARDS

Safety and Health

PG&E aims to have an injury and illness-free work environment. To this end, PG&E expects you to perform your work in a way that will protect yourself and others, complying with all safety and health rules and procedures. You should look for and resolve unsafe situations and help and encourage others to work safely. When involved in PG&E-related work, you must report to work fit for duty and remain fit for duty during working hours.

Use of Alcohol, Illegal Drugs or Medication

PG&E is committed to a drug and alcohol-free workplace. We expect you to avoid using or being under the influence of alcohol while performing work for PG&E or on PG&E property. (Exception: While engaged in PG&E-related work, you may consume alcohol during non-business hours at PG&E-sponsored special occasions or business meetings, if authorized by a PG&E officer or the next level of management below officer, if such consumption is limited, and if doing so does not otherwise violate applicable legal requirements, such as those of the Nuclear Regulatory Commission or the Department of Transportation.)

² Internet website: www.ism.ws (Social Responsibility, Ethics, Principles and Standards of Ethical Supply Management Conduct)
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We expect that you won't use, possess, sell, provide, or be under the influence of illegal drugs or other controlled substances while engaged in PG&E-related business. Do not allow the use of prescription drugs or over-the-counter medications to affect your ability to work safely or efficiently.

Harassment and Discrimination

PG&E expects you to conduct yourself in a professional manner and to treat others with respect, fairness and dignity. PG&E does not tolerate harassment or discrimination, including behavior, comments, e-mail messages or other conduct that contributes to an intimidating or offensive environment. Slurs based on race, gender, or religion, or any other conduct, remarks, jokes or pictures that encourage or foster an offensive work environment are dealt with seriously. In addition, we expect you to comply with applicable federal, state, and local statutes that prohibit discrimination or harassment based on race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, sexual orientation, gender identity or any other non-job-related factor.

PG&E Assets

You are responsible for the proper acquisition, use, maintenance and disposal of PG&E assets (e.g., materials, equipment, tools, real property, information, funds, etc.).

- Acquire assets in compliance with procurement policies and procedures, avoiding any real or apparent conflict of interest.
- Use PG&E assets only for legal and ethical activities.
- Protect PG&E assets from damage, waste, loss, misuse or theft, using assets only after appropriate training.
- Dispose of PG&E assets only with appropriate written approval. PG&E's goal is to obtain fair market value for all assets that no longer are needed, unless they are donated with appropriate approval.
- Don't destroy or take intangible assets, including information about PG&E or others obtained in the course of PG&E-related work. This responsibility extends to safeguarding such information after completion of the PG&E-related work.

PG&E assets such as computers, telephones and cell phones, fax machines, copy machines and vehicles are intended primarily for PG&E business. PG&E allows limited personal use of these and similar assets as long as such use is occasional, doesn't result in excessive costs, doesn't interfere with work responsibilities, and is in compliance with laws, regulations, and any business line or local restrictions. Personal use of a vehicle must be incidental to business use.

Other PG&E assets, including such things as construction equipment, tools and similar assets, may be used only for PG&E business; they are not available for non-PG&E use. Exceptions are permitted in emergency situations or with PG&E officer approval.

Privacy

PG&E retains the right to monitor its assets and work environments in compliance with applicable federal, state and local law. It monitors to promote safety, prevent criminal activity, investigate alleged misconduct and security violations, manage information systems, or for other business reasons. Even though limited personal use is permitted, you should have no expectation of privacy if you use PG&E

computer or voicemail systems to create, access, transmit, or store information. Such information is accessible to PG&E even if it is password-protected or deleted by the user.

Endorsements

PG&E does not endorse products or services, nor the firms or individuals who supply them. Favoritism must not be implied by testimonials or endorsements of PG&E's use of any materials, supplies, equipment or service, or by the use of PG&E's name or logo in advertising, publicity or catalogues.

Supplier Diversity

PG&E is committed to providing maximum practical business opportunities to women, minority and disabled veteran-owned business enterprises. However, we do not use set-asides, preferences, or quotas in administering our Supplier Diversity program.

Proprietary Information

You may have access to PG&E proprietary non-public information as you perform your PG&E-related work. Don't use this information for gain or advantage, and never share this information without appropriate PG&E approval.

There are restrictions on the flow of non-public information between Pacific Gas and Electric Company and its affiliated companies, although non-public information may be shared freely with the holding company, PG&E Corporation. You may not act as a conduit for the flow of non-public Pacific Gas and Electric Company information to an affiliate other than PG&E Corporation.

Corporate Records and Disclosures

Accurate records and disclosures are critical to PG&E meeting its legal, financial, regulatory, and management obligations. We expect that you will never misstate facts or omit material information related to PG&E-related business. You must ensure that all records, including disclosures, accounts, reports, bills, invoices, time-worked records, correspondence and public communications are full, fair, accurate, timely and understandable. You must never hide, alter, falsify or disguise the true nature of any transaction.

CONFLICT OF INTEREST STANDARDS

Conflicts with PG&E's Interests

PG&E expects you to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with PG&E's interests. While engaged in PG&E-related work, you must not accept any employment or engage in any work that creates a conflict of interest with PG&E or in any way compromises the work you are to perform.

Gifts to PG&E Employees

Accepting a gift in a business setting can create a sense of obligation or the appearance of obligation. A gift can be anything of value, including such items as a ticket to a sporting event or play, a non-business meal, a bottle of wine, a coffee cup, a free service, a special discount or an all-expense paid trip to a conference or trade show.

PG&E forbids its employees, as well as members of their immediate families, from accepting gifts from contractors, consultants, suppliers or similar business contacts doing business with or seeking to do business

with PG&E, unless all six of the following conditions are met:

- The value of the item must be less than \$100, and the value of all gifts from one business contact during a 12-month period must not exceed \$250. A gift that exceeds either value must be approved by a PG&E officer. Any such gift to an officer must be approved by the officer's supervisor.
- The item is customary and does not create any appearance of impropriety.
- The item imposes no sense of obligation on the receiver.
- The item results in no special or favored treatment.
- The item could not be considered extravagant, excessive, or too frequent considering all of the circumstances, including the employee's ability to reciprocate at company expense.
- The item is not concealed in any way.

PG&E employees may not accept gratuities of cash, or gift cards redeemable for cash, from past, current, or potential contractors, consultants or suppliers.

"Customary business meals" are not considered gifts. These are routine meals, similar in cost to PG&E employees' meals when they entertain clients.

In addition to the restrictions on gifts, employees and members of their families must never accept a loan or payment from a contractor, consultant, supplier or similar business contact under terms that aren't available to the general public.

KEY COMPLIANCE AREAS

Environmental Laws and Regulations

PG&E is committed to being an environmental leader and demonstrating this through its actions. PG&E pledges to think creatively, work cooperatively and be results-oriented in its environmental stewardship efforts. We expect that your PG&E-related decisions will reflect this commitment. PG&E's Environmental Framework is available at http://www.pgecorp.com/corp_responsibility/environmental/.

In some cases, PG&E may have special permits or programs in place that affect you. Communication with the PG&E contract manager is extremely important to understand any special environmental requirements that may apply to you.

Sarbanes-Oxley

PG&E must comply with all Sarbanes-Oxley requirements regarding the accounting, contracting and payment for goods and services. PG&E's commitment to compliance requires that you accept orders only when accompanied by an approved PG&E purchase order or charge card. Failure to comply with this requirement may impact our ability to reimburse you for goods or services in a timely manner.

Political Laws

Government officials shape the legal and regulatory environment in which PG&E operates. If you interact on PG&E's behalf with government officials or candidates for public office, you must understand and comply with the laws and PG&E policies that control PG&E's participation in the political process including, but not limited to, limitations on gifts, the approval process for contributions, and regulatory reporting requirements.

Insider Trading

PG&E expects that you will never make investment decisions regarding any equity or debt securities based

on information obtained in the course of your PG&E-related work if the information 1) has not been publicly disseminated and 2) could have a material effect on the value of the investment. Examples of such information include expansion plans, major management changes, dividend rates, earnings, mergers and significant new contracts or projects. Using this information is against PG&E's policy and may violate laws or regulations.

Copyright Laws

Copyrighted works may include newsletters, magazine articles, newspapers, books, videotapes, drawings, musical recordings and software. Copyright law protects such works even if they do not include a copyright notice. If you wish to copy material for distribution related to PG&E work, we expect that you will obtain permission from the copyright holder before making copies.

Computer software typically is covered by licensing agreements that prohibit unauthorized use or copying. Do not make unauthorized copies of software that is licensed to PG&E. We expect that you will not load unlicensed software onto PG&E computer equipment or download unauthorized software from the Internet.

HOW TO REPORT QUESTIONABLE ACTIVITIES

The standards of conduct described in this code are critical to the ongoing success of PG&E's relationship with its contractors, consultants and suppliers. If you encounter questionable activities, we encourage you to immediately bring them to our attention through your PG&E business contact or PG&E's Compliance and Ethics Helpline at 1-888-231-2310. You also can contact the Compliance and Ethics Helpline if you have concerns about questionable accounting or auditing matters or internal controls (collectively, "accounting complaints").

The Helpline is available 24 hours a day, 7 days a week. It's a multilingual service that provides a safe place to ask compliance and ethics questions or to communicate concerns. Helpline calls are handled confidentially, to the extent permitted by the law, and can be submitted anonymously, without fear of retribution. PG&E prohibits retaliation against anyone raising complaints or involved in investigations.

The information provided and procedures set forth in this code of conduct do not confer contractual rights of any kind on any contractor, consultant or supplier or create contractual obligations of any kind for PG&E.

Exhibit H: Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities

The PG&E name, logo(s) or trademarks (the "Marks") in stylized form are valuable assets and may be used publicly with permission only from PG&E. In order to protect the value of these assets, PG&E must maintain control over the manner in which the Marks are used. PG&E has established the following set of guidelines for properly using the Marks. If these guidelines are not followed, PG&E may terminate your right to use the Marks.

1. General Rules Regarding PG&E Name

- Any County of San Luis Obispo document, Web site, etc. shall refer to PG&E by its full name, i.e., "Pacific Gas and Electric Company."
- County of San Luis Obispo may refer to PG&E as "PG&E" as long as "PG&E" is defined elsewhere in the document as an abbreviation for "Pacific Gas and Electric Company."

2. Uses That Are Permitted Without Further Authorization

Except as provided otherwise provided by County of San Luis Obispo's Contract, County of San Luis Obispo may make factual statements regarding County of San Luis Obispo's relationship with Pacific Gas and Electric Company, subject to the terms and conditions of the Contract, the limitations stated in No. 1, above, and the following additional limitation:

- Statement may not indicate that PG&E endorses County of San Luis Obispo's products, services, etc. "Endorsement" means a statement that could be construed as PG&E recommending County of San Luis Obispo product or service, e.g., "Pacific Gas and Electric Company selected xyz vendor because the vendor offers the best meters available."

Example of allowable use:

County of San Luis Obispo brochure or Web site with the following statement: "*Pacific Gas and Electric Company purchased 10 widgets from us.*"

Example of allowable use in a link: "*For more information on rebates available for this product, please visit Pacific Gas and Electric Company's Web site at www.pge.com*"

3. Uses That Are Permitted Following Consultation With Law Department

County of San Luis Obispo may make factual statements regarding their relationship with Pacific Gas and Electric Company, and use the company logo as part of that communication, subject to the limitations in No. 1, above, and with the following additional limitations:

- Statement(s) may not endorse County of San Luis Obispo's products, services, etc.
- The PG&E Law Department should review the proposed use and assess the potential exposure to PG&E, and may require that County of San Luis Obispo sign a use agreement regarding their use of the PG&E logo. County of San Luis Obispo shall coordinate with the PG&E Law Department review through the PG&E Program Manager.
- The logo must conform to Corporate Identity Guidelines at PG&E's sole and absolute discretion. The PG&E Program Manager shall provide the Corporate Identity Guidelines to County of San Luis Obispo during Program Set-up.

Example of uses that require Law Department review:

"XYZ provides widgets to Pacific Gas and Electric Company."



"XYZ is an HVAC contractor for Pacific Gas and Electric Company."



4. Uses That Are Permitted Following Consultation With The Law Department And Corporate Communications

County of San Luis Obispo s may make factual statements regarding their relationships with Pacific Gas and Electric Company, and use the "PG&E" spotlight logo (without the words "Pacific Gas and Electric Company") (The PG&E spotlight logo, the Pacific Gas and Electric Company logo, and other logo formats will be provided by the PG&E Program Manager during Task 1, Set Up Program) as part of that communication, but only following consultation with the PG&E Law Department and PG&E Corporate Communications Department, subject to the limitations in No. 1, above, and with the following additional limitations:

- Statement may not endorse County of San Luis Obispo's products, services, etc.
- The PG&E Law Department must review the proposed use and assess the potential exposure to PG&E, and may require that County of San Luis Obispo sign a use agreement regarding their use of the PG&E logo. County of San Luis Obispo shall coordinate the PG&E Law Department review through the PG&E Program Manager.
- The PG&E Corporate Communications Department must review and approve use of the "PG&E" spotlight logo in lieu of the Pacific Gas and Electric Company logo (including approval of logo size, color, placement, etc.). County of San Luis Obispo shall coordinate the PG&E Corporate Communications Department review through the PG&E Program Manager.

Example of uses that require Law Department and Corporate Communications review:

"Brought to you by County of San Luis Obispo s in Corporate Citizens Supporting Energy Efficiency"



5. Uses That Will Require PG&E Management Review And Discussion (i.e., potentially longer lead time)

- Use of the Pacific Gas and Electric Company logo or PG&E spotlight logo on or with any County of San Luis Obispo product or service.
- Use of the Pacific Gas and Electric Company logo or PG&E spotlight logo on a product or to brand a service, in connection with an County of San Luis Obispo logo (e.g., co-branding), except as allowed in No. 4 above.
- Endorsements

Examples of uses that will require management review and discussion:

"Pacific Gas and Electric Company believes that XYZ makes the highest quality widget. You should use XYZ widgets too!"

A product or service truck bearing the following logos:



&

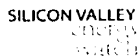


Exhibit I: Non-Disclosure and Use of Information Agreement

THIS AGREEMENT is by and between _____ ("Company"),
_____ ("Undersigned") authorized employee of Company (together,
Company and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY
("PG&E") on the date set forth below. Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work for PG&E, the Recipient will be given access to technical information and materials including, but not limited to, information relating to drawings, maps, reports, specifications and records and/or software, data, computer models, and related documentation, which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable, confidential and proprietary information, know-how, and trade secrets, belonging to PG&E, its parent company, subsidiaries or affiliates and/or third parties (collectively, "Proprietary Information").
2. In consideration of being made privy to such Proprietary Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall, to the extent allowed by the California Public Records Act, hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. The Recipient agrees that all such Proprietary Information:
 - a. Shall be used only for the purpose of providing services or work for PG&E; and
 - b. Shall not be reproduced, copied, in whole or in part, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned therefrom, be returned to PG&E when no longer needed for the performance of Undersigned's services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Proprietary Information are express third party beneficiaries of this Agreement.
4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.
5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

Name: _____
(Print)
Name: _____
(Signature)

Title: _____

Company: _____

Date: _____

COMPANY

Company Name: _____

Signature: _____
(Authorized Agent of Company)

Name: _____
(Print)

Title: _____

Date: _____

Exhibit J-1: Access Agreement for Monitoring Equipment

NOTE: Access agreement to be used for Contractor access where monitoring equipment is installed.

ACCESS AGREEMENT

INTRODUCTION

This agreement is between [County of San Luis Obispo] and

_____ (Owner).

As used throughout this document, County of San Luis Obispo and Owner are individually referred to as "Party" and collectively as "Parties". [Describe reason and purpose for needing access to premises]. Description will constitute "Project". Owner grants access to [location], described below as "Facility".

The Owner agrees to grant County of San Luis Obispo access to that Facility for the purposes of this Project.

[County of San Luis Obispo] is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

[County of San Luis Obispo] AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Installation.** To install, operate and maintain any test or monitoring Equipment necessary for the Project in a manner that is acceptable to the Owner.
3. **Costs.** To bear all of the actual costs associated with performing the Project.
4. **Compliance with Laws.** To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity without the Owner's written approval.
6. **Removal.** To remove the Equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

OWNER AGREES:

7. **Permission.** To permit [County of San Luis Obispo], or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
8. **Access.** To permit [County of San Luis Obispo] reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [County of San Luis Obispo] in the conduct of this study.
9. **Equipment Ownership.** That Owner has no ownership, interest or title in the Equipment.
10. **Removal.** To permit removal of the Equipment at any time by [County of San Luis Obispo].
11. **Confidentiality.** Not to use the names or identifying characteristics of [County of San Luis Obispo] or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by [County of San Luis Obispo].

BOTH PARTIES AGREE:

12. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
13. **Term of Agreement.** The term of this Agreement shall not exceed ____ month(s) without written agreement of both Parties. It is anticipated that the test period will be approximately ____ month(s) from installation of the Equipment.
14. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, County of San Luis Obispo shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
15. **Ownership of Information.** County of San Luis Obispo may provide the Owner with information about its findings regarding this Project, but County of San Luis Obispo shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
16. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
18. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

COUNTY OF SAN LUIS OBISPO

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

CUSTOMER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

Exhibit J-2: Access Agreement for Non-Monitoring Equipment

NOTE: Access agreement to be used for County of San Luis Obispo access where no monitoring equipment is installed.

ACCESS AGREEMENT

INTRODUCTION

This agreement is between [County of San Luis Obispo] and

_____. (Owner).

As used throughout this document, County of San Luis Obispo and Owner are individually referred to as "Party" and collectively as "Parties". [Describe reason and purpose for needing access to premises]. Description will constitute "Project". Owner grants access to [location], described below as "Facility".

_____.
The Owner agrees to grant County of San Luis Obispo access to that Facility for the purposes of this Project.

[County of San Luis Obispo] is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

[County of San Luis Obispo] AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Costs.** To bear all of the actual costs associated with performing the Project. [This may need to be modified if Owner is funding part of audit]
3. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity or public disclosure without the Owner's written approval.

OWNER AGREES:

4. **Permission.** To permit [County of San Luis Obispo], or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
5. **Access.** To permit [County of San Luis Obispo] reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [County of San Luis Obispo] in the conduct of this study.
6. **Confidentiality.** Not to use the names or identifying characteristics of [County of San Luis Obispo] for any advertising, sales promotion or publicity or public disclosure of any kind without prior written approval by [County of San Luis Obispo].

BOTH PARTIES AGREE:

7. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
8. **Term of Agreement.** The term of this Agreement is from ____ to ____.

9. **Ownership of Information.** County of San Luis Obispo may provide the Owner with information about its findings regarding this Project, but County of San Luis Obispo shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
10. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

COUNTY OF SAN LUIS OBISPO

CUSTOMER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Date: _____

Date: _____